File No. AFD-170-FGL69

MYSORE GOVERNMENT SECRETARIAT

Notes/Correspondence/Collection

Department: AlF Section: Forest B.

Subject:— Forest Defn - Mangalore Div — Shivadi Shisla R.F - lease of 500 acres to M/s Coffee Lands Ltd for cocoa cultivation

Earlier References:—

Later References:— AFD-222-FGL70 AFD 325 FGL72 · ಕಂದಾಯ 25ವಿಶಾಖ 85

(Classification A/B/C)

Notes Pages 23

Correspondence Pages 85

For/Not for Section Note Book

To be destreyed after

Under Secretary to Government.

Indexed.

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಅರಣ್ಯ, ಬಂದರು ಮತ್ತು ಜೀವಿ
ಶಾಸ್ತ್ರ ಇಲಾಖೆ (ಅರಣ್ಯ-ಬಿ)

Sl. No. 1. letter No. B3/GFL/313/6669 dated 21.1.69 from the C.C.F B'lore.

Sl. No. 2. Copy of representation dated 11.3.69 from M/s Cadbury, forwarded by the D.H to Minister Agri.

NOTE-1

1) The C.C.F referring to the discussions at the chambers of Secy A&F, along with C.C.F (Dev) has requested to withdraw his letter dated 19.8.68 as he has no objection to release 300 acres of land in favour of Horticulture Deptt. In G.O. No. AF316 AMI66 dated 25.8.67, an extent of 300 acres of land was ordered to be transferred to the Horticultural Deptt in Shivadi Shisla Forest, in favour of Horticultural Deptt. In the same region an extent of 2000 acres of land was ordered to be reserved for raising cocoa cut by the C.C.F (Dev).

NOTE-III

2) The Cabinet ~~has also~~ has also approved to grant 500 acres of land to M/s Coffee lands Ltd, Coorg for cocoa cultivation, excluding the area reserved by Horticultural Deptt.

3) The Minister for Agriculture at S. No. 2

Subject :

File No. AFD 170 -Fe/69

3 M. G. S.

WD 61050—GPB—8,00,000 13-12-65

has minuted to hand over 500 acres of land to Horticulture Deptt as decided by cabinet. Actually it should be 300 acres and not 500 acres.

(2) 82 m. 2

A draft letter to C.C.F is put up for approval

(3) (4 82. m. 3.

Pl. put up a copy of Go no.

(5

Af. 316 AHL 66 dt 25. 8. 67 very early

18/4
9.4.69

21/4

A copy of G.O referred above is placed at Pt. m.

(6 P. 4 ER

3 A.P.I./4.

Kindly see paras 1 to 3 nf. For perusal of the proposed letter to CCF at page 5 cf below issue

21/4.
22.4.69

24/4/69

Secretary)

Issue approval

Dy. Secy., A & F
No. 2616
24/4

G/S

M min. (Forests)

9/5/69

ALUR HANUMANTHAPPA
Min. of State for Forests

Secy., A. & F.
No. 2051
Date 24.4.69

F 724 9/5/69

Dy. Secy
A & F)

Issue

9/5/69

ISSUED
Issued 13.5.69

M. G. S. | Subject: 500 acres for Coorgulwrahu — Release of land | File No. 4

Sl. No. 4. letter No. B3/7/GFL/27/69-70 dated 14.4.69 from the CCF Bihar

Sl. No. 5 letter No. B3/7/GFL/27/69-70 dated 22.4.69 from the C.C.F. Bihar

Note II

Flag 'A' — Note III of the File No. AFD-337-FGL67, Part II placed below, may kindly be perused. Accordingly a draft cabinet note is put up for approval.

① Sl. No. 6

(1)/5

17.5.69

Pl. put up the file containing the proceedings of the meeting held on 17.4.68 referred to in para 2 and file no. AFD 33 FEG 68 referred to in para 4 of the CCF's letter dated 14.4.69 (P. 11-10)

17/5/69

The file No. AFD 227 FGL 68 containing the proceedings of the meeting held on 17.4.68 is placed below. The file No. AFD-33-FEG68 was sent to R.D. on 20.5.68. It has not yet been received back.

① Flag L P. 21 of 227 FGL 68.

19/5

note 3

Kindly see the decision of the Cabinet in its sixth meeting held on 26th February 1968 (Flag 'A') of File No. AFD 337 FGL 67. The C.C. F. who was addressed in the matter has sent his report with his letter dated the 14th April 1969(pages 11 to 8 c.f.).

The C.C.F. has indicated that he has proposed the

Subject: **File No.** 170 FGL 69 **M. G. S.**

5

WD 01050—G°B—8,00,000 13-12-65

lease of the area for a period of 60 years in the first instance with option for further renewal for a further period of 30 years as has been done in respect of lease of similar land for Oil Palm Cultivation. The proceedings of the meeting held on 17-4-68 is at pages 2 to 8 c.f. of file No.AFD 227 FGL 68 placed below (Flag 'L'). Sri M.A. Srinivasan, Chairman, Consolidated Coffee Limited, Pollibetta Coorg was requested in Government's letter No.AFD 227 FGL 68 dated the 19th July 1968 to forward his proposals in writing at an early date for considerations of Government. The Consolidated Coffee Limited in their letter dated the 21st January 1969 (Page 19 c.f.of File No.AFD 48 FGL 69 placed below) have intimated that they have dropped the idea of cultivating the oil palm in the area and that they are examining the question whether the area may be made use of for Cocoa cultivation.

A draft Cabinet note is submitted for approval in consultation with the Finance Department.

20/5

Secy., A. & F.
No. 2366
Date 20/5/69

Secretary (A & F)

The file is submitted as desired over the phone

Min. of St. For.
No. F 8 Date 22/5/69

Min. (Forests)

NOTE-IV

(a) Lease conditions have been discussed. Regarding the period of lease normally only 30 years period is given for all. Cabinet note may be prepared incorporating the normal lease conditions and the conditions agreed to.

5/8/69

ALUR HANUMANTHAPPA
Min. of State for Forests.

Dy. Secy., A & F
No. 4578
5/8

Dy. Secy
A & F)
5/8
6/8

Sl. No. 7. Refm. dated 1.7.69 of M/s Coffee Lands Ltd to C.M.

NOTE-V

Minutes of C.M:

"W/C. M/Forests for kind consideration.

Sd/- V.P.
Dated 2.7.69
C.M.

NOTE-VI

Minutes of the Minister for Forests:

"O/s A&F why the proposal is still pending finalisation"

Sd/- A.L.
Dated 20.7.69
M(F)

NOTE-VII

1. With ref. to ~~Note~~ Note IV, condition(1) of the cabinet note at Sl. No. 6 has been modified as 30 years. It appears conditions 2 & 3 are to be changed simultaneously considering the lease period as 60 years the C.C.F. had fixed up the slab of lease rent in his letter dated 14.4.69 as noted in the cabinet note. But now the period of lease is to be fixed as 30 years. In view of this change it is for orders whether the lease rent may be fixed as is respect of M/s Hyderabad Estates which are as follows

(1) Sl. No. 4/p.11.

(2) Flag 'A'

or the C.C.F consulted:— AFD-170-FG-L69

I

1. The company shall pay a rent of Rs 25/- (Rupees Twenty five only) per year per acre or part of an acre as under

(a) 10% (Ten percent) of the aforesaid lease rent shall be paid for the first two years.

(b) 25% (Twenty five percent) of the aforesaid lease rent shall be paid for the third year.

(c) 50% (Fifty percent) of the aforesaid lease rent shall be paid for the fourth year.

(d) 75% (Seventy five Percent) of the aforesaid lease rent shall be paid for the fifth year.

(e) full lease rent shall be paid per year from the sixth year onwards.

2. The lease may be renewed by Govt. for a further period of 30 years subject to the lease rental not exceeding Rs 50/- (Rupees Fifty only) per year per acre or part of the acre

12/8 For orders

12/8/68 3. Letter of M/s Coffee Lands Ltd, (Page 18) may kindly be seen. The request is that lease should be 90 years, or at least 60 years, subject to further renewal of 30 yrs, and terms and conditions as in G.O. Dated 19.7.68, Note IV of the Hon'ble Min-for Forests is for kind Perusal: The C.C.F has sent proposals agreeing to lease an area of 500 acres

AFD. 170. F

P. 1149

and also suggested terms and conditions. 8 It is for orders whether the terms and conditions should be for 30 yrs period, as ordered by the Hon'ble Min for Forests,: The Rent is also proposed in Note VII - Para 1, which was fixed in a similar case:

14.8.69

Dy. Secy., A&F
No. 4791.
16/8

D.C.

16/8/69
G. B DESHPANDE,
Dy. Secy., A. & F. Dept.

Min. of St. Forests.
No. F 1192 Date. 16/8

Meeting may be arranged with representatives of coffee lands LTS to discuss the terms and conditions of the agreement on 26th at 3 p.m.

19/8/69
ALUR HANUMANTHAPPA
Min. of State for Forests.

Dy. Secy
A&F

Intimation reg: the date & time of the proposed meeting may be issued to all concerned.

NOTE VIII.

A draft letter is put up for approval

21/8

21/8/69

issue today

21-8-69
ISSUED
Dated 21/8/69

M. G. S.

Subject: Lease of Forest land infavour of Messrs Coffee Lands Ltd., Sakleshpur.

File No. AFD.170.FAL69 9

Note 4

1. The request of Messrs Coffee Lands Ltd. for lease of 500 acres for Cocoa plantation is under consideration of this Department. The rental proposed is noted below:

Rs. 5/- per acre for the 1st 10 years

Rs. 15/- per acre for the next 20 years.

2. The initial period of lease would be for 30 years subject to renewal of the lease at the option of the Company for further period of 30 years. The rental for the renewed period of 30 years is proposed at Rs.30/- per acre.. The company desires that the quantum of rent proposed above should be deemed to be inclusive of land revenue assessment and that the company should not be made liable to pay any other assessment besides the stipulated rent. A clause to this effect is also proposed to be incorporated in the draft agreement.

3. As the land would be utilised for Cocoa plantations the lessees would be liable to pay the land revenue assessment appropriate to the utilisation of the land. The rate of assessment for Cocoa plantations is not known as it would be the first of its kind in this State. In order to ensure that the income to Government through land Revenue assessment is not lost it is deemed necessary to fix the rental in such a manner as to cover the possible appropriate assessment also:

R.D.Will please examine and advise on the following points:-

p.t.o

Subject: **File No.** AFD-170-FaL 69 **M. G. S.**

10

WD 01050—GPB—8,00,000 13-12-65

(a) Whether the leased area if brought under cultivation of Cocoa ~~under the lessee~~ would be liable for any assessment? (without utilising any Govt. source of irrigation.

(b) If so what would be the rate per acre?

copy of this letter has been sent to R.D.

27/8/69.

G. B DESHPANDE,
Dy. Secy., A. & F. D.

R.D.)

A draft U.O. note R.D. is put up for approval

27/8.

Issue
27.8.69.

ISSUED
Dated 28/8/69

Sl. No. 10. Proceedings of the meeting held on 26.8.69.

A draft letter to C.C.F is put up for approval

28/8.

Issue.
28.8.69

ISSUED
Dated 28/8/69.

With ref. to the proceedings of the meeting held on 26.8.69, the C.C.F has been requested to send the draft lease conditions and an U.O. note

AFD·170·FGL69

11

WRD was sent regarding fixation of lease-rent. The replies from both are awaited. The file may be submitted to the Minister for Forests for perusal & return.

18.9.69.

Dy. Secy., A&P
No. 5430.
18.9.69

19/9

D.S.

Note 5

As desired by the Minister, the meeting was conducted by me in his chambers on 26.8.69. A record of discussion can be perused @ pages 27 to 24 of the CF.

Dy. Secy. Forests.
Date 18.9.
F 1400

An U.O. note has been sent to RD to ascertain the rate of land revenue assessment for coffee plantation. vide note 4.

The CCF has been requested to send a draft Lease agreement. Submitted for perusal @ this stage

Min (Forests),

Note: 6

18/9/69

(i) Await the opinion of the RD and submit very early to take it to the Cabinet

22/9/69

ALUR HANUMANTHAPPA
Min. of State for Forests

Dy. Secy (A&F) 22/9/69 22/9

(ii) On 28.8.69, R.D, through an u.o. note was requested to assess the lease rent to be fixed in leasing the land to M/s Coffee Lands for cocoa cultivation. The C.C.F was also requested to send a draft lease agreement to put up to the Cabinet. Both of them have not sent.

(iii) A draft u.o. note to R.D and a draft reminder to C.C.F are put up for approval.

Issue'
4/9
4/9

ISSUED
Dated 20/9

NOTE-7

Sl. No: Rofn. dated 17.9.69 of M/s Consolidated Coffee Ltd.

Minutes of the Minister for Forests:

"Secretary to examine and get the report from C.C.F (Dev) and put up"

Sd/- AH
Dated 24.9.69
on (F)

A draft letter to C.C.F. (Dev.) is put up for approval

Sl. H.K.R
20/9

AFD-170-FGL 69

NOTE-7

R.D has proposed the lease rent as follows:

(i) Rs 5 + Rs 1.60 per acre per year for the first 10 years.

(ii) Rs 15 + Rs 12 per acre per year for the next 20 years.

Further they have requested to transfer the amount underlined above in red ink to the Head "L.R. Misc" every year as recovery from the lessee. It is also stated that the rental should be made payable in advance on 1st July of each year.

As the C.C.F has not yet sent his reply to G.L dated 28.8.69 ①, he may be reminded through a D.O. letter. A draft D.O. letter is put up for approval ②.

15/10/69

15/x

NOTE-8

Issue
15/10

ISSUED
17/10

NOT-9

(i) With ref. to the proceedings of the Meeting held on 26.8.69 ① in the chambers of Hon'ble Minister for Forests R.D have offered their opinion

① P-29 c/f

② 51-M-14/P-33

Dy. Secy., A&P
No. 5915
15.10.69

① P-27/24 P30/27

AFD.170.FGL69 14

regarding fixation of rent. (Note-7).

(ii) with ref to Note III of AFD.337.FGL69 part II, placed below a draft cabinet note is put up for approval

① Flag A'

② Sl. No. 15. P. 37/35 41/39

23/6

(iii) Kindly see the conditions of lease proposed by the C.C.F. in his letter dated the 14th April 1969, (Pages 9-8 c.f.), conditions suggested by the Company (Pages 26-24) and Minutes of the meeting held at the Secretariat on the 26th August 1969 with representatives of the Company by the Deputy Secretary to Government, A & F.Department and the Chief Conservator of Forests. (Pages 30-27). One of the terms raised therein was with regard to the rent to be recovered for the area leased. The relevent portion in respect of this item is reproduced below:-

① D-P.27

" The Company submitted that the rent should be as proposed in the draft which was in accordance with the decision of the Government Order No.AFD 227 FGL 68 dated 19-7-1968. The Government view was (1) that the rent should in no event be less than the assessment chargeable on plantation lands and (2) that the use to which the land is put should be taken into consideration in fixing the rent."

" It was agreed that the rent shall be inclusive of land revenue subject to a satisfactory fixation of rent. The estimated assessment on the land is to be determined."

(iv) When the file was referred to Revenue Department, the Commissioner for Land Reforms and Ex-Officio Secretary to Government, Revenue Department has opined as follows:-

e.

Note-IV of File No.RD 405 SSI 69)

" The rental may be Rs. 5+1.60 per acre for the first ten years and Rs. 15+Rs.12 per acre for the next 20 years. The Forest Department may transfer the under-lined sums to the R.D. under "L.R.Misc" every year on recovery from the lessee. The rental for the period beyond the 30 years period need not be fixed now. The rentals should be made payable in advance on 1st July each year".

(v) From the above it could be seen that the assessment ~~to be utilised~~ for raising plantation would be in addition to the rent fixed and payable to the Forest Department. The total land revenue would be Rs. 6-60 per acre per annum against the originally intended sum of Rs. 5/- per acre per annum for the 1st 10 years and Rs. 27/- per acre per annum inclusive of the

AFD-170-FG-L69 15

assessment for the next 20 years against the figure of Rs. 15/- originally ~~xx~~ proposed.. It is for orders whether the fixation of the revised land rent should be discussed with the representatives of the Company in order to ascertain whether they are agreeable to the revised rent. As instructed, however a draft Cabinet note is submitted for approval. After ~~receipt of xxxx~~ orders are passed the file will be referred to Finance Department for their concurrence. 'A' B/p. 45/42 of

25/10/69

Dy. Secy. A&F No. 6117 25/10

Secy. (F&F).

NOTE-10

25/10/69

~~For proceeded~~ 'A' - is for consideration

'B' - 7D may be consulted

Secy AFF 5287 27.x.69

Issue approval

27/10

Min. Forest

NOTE-11

Meeting may be convened on 3rd Nov at 11 AM with the representatives of the company before any decision is taken.

Min. of St. Forests. No. 1592 Date. 27/x

Secy AFF 5287 28/x

28/10/69

ALUR HANUMANTHAPPA
Min. of State for Forests.

Secy A(FF)

NOTE-12

28/10

~~DS AFF~~ (i) Issue intimation to the party

29/10

XXX

(ii) A draft meeting notice is put up for approval

28/10/69

28/x

Issue

28/10/69

ISSUED
Date 29/10

16

AFD. 170. FaL 69.

The file may be marked to the P.S. to M(F)

30/10/69

30/10

P.S. to ~~Minister for Forests~~

Note 13

Representative of the Company Sri: Rai discussed with me in the presence of the Secretary and Dy. Secretary regarding the garden assessment of Rs. 1-60 and 12 Rs respectively on the rent on the lands for 30 years. He wanted some more time discuss with his chairman. Meanwhile F.D. may be consulted regarding rate and assessment.

3/11/69

Min. of Sc. Forests.
F No. 1613 Dated 31/10/69

Dy. Secy. A&F

Note 14

FD may kindly see RD's opinion @ flag C of the LF and the No. note leading to the said opinion on the w. RD has ssi by, for concurrence to the proposed rate of

proposed 1701-G&Hbg 17

rent and the assessment to be fixed for the land under lease

6117

3/11/69

FD

R. & I. SECTION
F. D.
No.
Date 4 NOV 1969
Section WT

U.O.No.FD 3538/W2/69. FINANCE DEPARTMENT (W&S.II)

Note 15

As the Cocoa cultivation is proposed to be taken up as a commercial proposition by a private company, there appears to be no reason why more favourable rates of rent should not be claimed by Government. Under the provisions of the Mysore Land Reforms Act, the ceiling of rent is one fourth the gross produce. A & F Department is requested to work out:

R. & I. SECTION
A. & F. D.
No. 41095
Date 15 NOV 1969
Section

1) the period within which the land proposed to be transferred will begin to yield returns; and

2) likely rate of return at various stages of the proposed lease period of 30 years.

During the non-yield period, a concessional rate of rent could be fixed but thereafter the rent on the basis of one fourth the gross produce could be considered. A & F Department is requested to reconsider the proposal on the above lines.

[Appd. by F.S.]

13/11/69

Under Secretary to Government,
Finance Department (W&S)
13/11/69

6373/18/6
15/11

A & F Dept.

Note 16

For personal reference minutes of Ministers for Forests at Note 13. The CCF will be addressed as opened by FD at Note 15

Note 17

may be addressed accordingly

13/11/69

Note 15

Matter need not be sent again back to Forests. It is to be sent again to Cabinet

Secretary (Agr.) DS (A&F)

Min. Forests
Sec. (Agr. & F.)

2/12/69
Secy A&F
5723
5/11

Min. of St. Forests
No. F. 1746
Date 18.11.

11/11/69

AFD 170 FGL 69

18

Note 19

The lease rent to be fixed for the lands to be leased to M/s Coffee lands Ltd Pollibetta, was discussed in the Chambers of the Minister for Finance on 9.3.70. A copy of the proceedings is submitted for approval (1)

A draft Cabinet note is submitted for approval in consultation with FD (2)

(1) Sl.no.17 p.48

(2) Sl.no.18 p.51-49

9.3.70

9/3/70.

Secy. A&F)

9/3

Secy FD

Hon. Narayanamma 9.3.70.

Secy. F.D. No. 1060 Date 9/3

Secy C+S.

Chandrappa 10/3

Min. of St. Forests, No. F 391 Date 10/3/70

NIX.20

Min. Forests.

Approved.

To bring this subject matter before the Cabinet on 11th March 1970.

10/3/70

ALUR HANUMANTHAPPA
Min. of State for Forests

C.106/70
10/3/70

C.S) 10/3

CA)

19

SECRET

Extract from the Proceedings of the Eleventh *Meeting of the Cabinet of Ministers held at Bangalore on* 11th March *19*70

No.H.24

Subject: C.106/70

Lease of land for Cocoa Cultivation in Shiradi Shisla Reserve Forest in South Kanara District - Request of Coffee Lands Ltd., Pollibetta, South Coorg for release of 500 acres for Cocoa cultivation.

DECISION OF CABINET

Para 7 is approved.

Sd/- Veerendra Patil,
Chief Minister
(11-3-1970)

Secretary,
A. & F.Dept.

"EXTRACT"

(Syed Basheer Ahmed)
Deputy Secretary to Government, G.A.D.

N.B.:—A Copy of order issued on the Cabinet decision may kindly be sent to Cabinet Section for record.

AFD.170.FGL69

20

NOTE-22.

(1)

A draft G.O is put up for approval. FD may also see the draft G.O

Usha 15/3 12/3/70

(1)

8.IV.19

12/3

12/3

AS)

FD)

12/3/70

FD.1277.WL

Note 23

Seen and returned.

R. & I. SECTION
F.D. 1277
No.
Date 13/3
Section WII

G. Muthandas Moses

16/3

DS, FD

AFD)

Early pl
RDS
13/3

Note 24

For approval

SHAF
DFO.1625
13

16/3

Secy, A&F)

DS)

11/3/70

16/3

Min. Forests

Approved
16/3/70
ALUR HANUMANTHAPPA
Min. of State for Forests

Min. of St. Forests.
No. 451. Date. 16/3/70.

Dy. Secy., A & F
No. 1389
17/3/70

Dy. Secy
A&F)

17/3

17/3

17/3/70

AFD-170-FG LOG

21

Two draft letters are put up for approval

20/3

20/3/70

INSERTED
20-3-70

Sl. No 21. Telegram dated 31.x.69 from m/s Coffee Lands.

Sl. No 22. letter No. B3/7/GFL/27/69-70 dated 4.11.69 from the C.C.F in Mysore, B'lore ~~m/s Coffee Lands Ltd~~ Polhibetta.

Sl. No 23. letter No. B3/7/GFL/27/69-70 dated 13.12.69 from the C.C.F in Mysore B'lore

Sl. No 24. Refn. dated 2.12.69 from m/s Coffee Lands Ltd Polhibetta to the M(F)

Sl. No 25. Refn. dated 8.12.69 from m/s Coffee Lands Ltd Polhibetta to the M(F)

Sl. No. 26. Refn. dated 8.12.69 from m/s Coffee Lands Ltd Polhibetta to C.M.

Note-1.

(i) Minutes of C.M. at Sl. No. 6:

"W.C M/Forests for kind consideration"

sd/- V. Patil
Dated 9.12.69
C.M.

(ii) Minutes of the Minister for Forests at Sl. No. 6:

"Secretary to examine the question whether the rent can be fixed on adhoc basis for the next 30 years Renewable"

sd/- A H
Dated 1.1.70
M(F)

AFD. 170. FL 69 (P)

23

(ii) Minutes of the minister for Forests at Sl. No. 4 & 5:

"Secretary to examine the request as marked 'A' in the next page"

sd/- AH
Dated 4.12.69
M (F)

"Secretary to examine with LD whether we can fix up the Royalty for the next 30 years"

Min. of St. Forests.
No. 5 Dt. Date. 12.1

sd/- AH
Dated 14.70
M (F)

iv) The main file on the subject has already been submitted to the Minister for Forests on 3.12.69. This may also be submitted in continuation of the same so as to finalise the lease rent and period of the lease.

12/1
12/1/70

PS to Min for Forests

12/1

The Main file has been separately reto to Section.

12/3
PS.

Ex/S (7)

SR
12/6/70

AFD.170.FeL69 24

The R.D file No. RD405 SS169 may be schedued, endorsing as follows:

"A copy of G.O. No. AFD.170.FeL69 dated 18.3.70 is placed in the file and the file schedued."

20/3 2/5

6.4.70

Ys pl

10/4

Endorsed

May be seconded 'B'

20/4

22/4/70

File No. 405 SS169 sent to RD on 20/4/70

TELEGRAMS: CLAIM, SAKLASPUR
STATION: HASSAN—37 MILES
eg. Office: Pollibetta, Coorg.

COFFEE LANDS & INDUSTRIES (MYSORE) LTD.

(INCORPORATED IN MYSORE)

SAKLASPUR P. & T. O.
HASSAN DISTRICT

Ref.....

Date 8th December 1969.

Hon'ble Shri Veerendra Patil,
Chief Minister of Mysore
Govt.of Mysore,
Bangalore - 1

Dear Sir,

Please permit us to submit for your urgent consideration the following:-

On the encouragement given by the then Chief Minister Sri S. Nijalingappa to our proposal to grow cocoa in the State we applied as long back as in the year 1967 for the grant of 500 acres of forest land in South Kanara District.

In their order No.AFD 337 FGL 67 dated 4th March 1969 the Government were pleased to sanction the lease of 500 acres of forest land in Shiradi-Sisla Reserved Forest Area, in South Kanara District for Cocoa cultivation.

In their order No.AFD.227 FGL 68 dated 19th July 1968 the Government were pleased to sanction the lease of 3500 acres of Forest land in Karwar District, N. Kanara to Consolidated Coffee Ltd, for oil palm cultivation, on the following terms:-

That the period of lease should be 60 years with option to renew the lease for a further period of 30 years at the end of the 60 years period:

That the rent to be charged shall be as follows:-

(i) Rs. 5 per acre per year for the first 10 years
(ii) Rs.15 per acre per year for the next 20 years
(iii) Rs.30/-per acre per year for the next 30 years.

Unfortunately, the cultivation of oil palm had to be given up on the advice of a world-famous expert who visited the area and came to the conclusion that the area was unsuited for oil palm cultivation.

On our request that the same terms as duly approved by the Government for oil palm cultivation may be applied to the lease of 500 acres sanctioned for cocoa cultivation, the Hon'ble Minister of Forests was pleased to invite our representatives to discuss the details of the lease agreement. Accordingly our representatives had several meetings. Minutes of the meeting dated 26th August 1969 are attached.

At the latest meeting dated 3rd Nov.1969, at the instance of the Government representatives we agreed to considerably enhanced rents during the first 30 years as follows:-

00357
R. & I. SECTION
A. & F. D.
No.
Date 3 JAN 1970
Section

1. Rs. 5/-per acre per year for the first 10 years plus an assessment levy of Rs.1.60 per year per acre.

2. Rs.15/-per acre per year for the next 20 years plus an assessment levy of Rs.12/-per acre per year.

We wish to emphasize that, unlike crops like pineapple, geranium, ground nut, soya, etc., the cocoa plant, like oil palm, is a fruit-bearing tree that takes several years to begin to bear fruit. It takes nearly forty years to attain full maturity and optimum yields. The total investment on the 500 acres of cocoa cultivation is estimated to exceed Rs.50 lakhs as stated in our letter submitted to Government in December 1968.

In view of this it will readily be appreciated that a lease period of 30 years for cocoa cultivation is unrealistic and impracticable.

We have therefore requested that the rent for the second 30-year period may kindly be fixed now, and not be left to be considered 30 years hence, as the lease for the second 30 years may be rendered infructuous and nugatory by stipulating a rental that is wholly uneconomic. We have brought this important fact to the kind notice of the Government and shall be grateful if the enhanced rent for the second 30-year period is fixed now, as has been done in the case of the lease granted to Messrs.N.Jivanlal & Co.,(P) Ltd, (vide Government Order No.AFD 214 FGL 68 Bangalore dated the 15th January 1969) at double the rent fixed for the first 30-year period.

We wish further to submit that cocoa seeds for planting the first 100 acres before the end of June 1970 (as stipulated in the draft lease agreement) have already been imported by kind permission of the Government of India and will arrive to be taken delivery of at Madras port at the end of this month or early January 1970. As the cocoa seedlings must be planted before end of June 1970 the approval of the lease terms, which has been delayed for over six months has become most urgent as otherwise another year will be lost.

We therefore pray that:

1) the rent for the second 30 year period may also be fixed now as set out above and

2) an area of 100 acres be ordered to be cleared departmentally and handed to us before end of June 1970.

Yours faithfully,

T. G. Varghese

Secretary.

27 83

MINUTES of the Meeting at the Chamber of the Minister of State for Forests, the Hon.Alur Hanumanthappa on 26th August 1969, at 4-30 p.m. in the Vidhana Soudha, regarding the lease of 500 acres of Forest Lands as per the annexed map, in the Shiradi Shisla reserved Forest in South Kanara Dist. to M/s Coffee Lands Limited, Saklaspur for Cocoa cultivation.

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The following were Present :-

M/s D.Nanjundappa, Chief Conservator of Forests, G. Desphande, Deputy Secretary, Agriculture and Forests Dept., Government of Mysore. D.G.Wesley, Additional Technical Assistant to the Chief Conservator of Forests. Venkoba Rao, Private Secretary to the Minister of State for Forests.	.. REPRESENTING THE GOVERNMENT OF MYSORE.
Messrs. G.P. O'Brien, Field Manager, Coffee Lands Ltd., D.R.Venkatesha Iyer, Advocate,Bangalore, A.C.Rai, Asst. Secretary,Consolidated Coffee Ltd.	REPRESENTING COFFEE LANDS LTD

=====

At the outset, the Chief Conservator said he had issued the necessary instructions to the Conservator of Forests, Coorg Circle, to have a joint inspection made by the Divisional Forest Officer, Territorial Mangalore, and the Divisional Forest Officer,Development Puttoor, to expedite the release of 10 acres to Coffee Lands Limited, for Nursery site etc.

The draft lease terms were discussed and the following decisions were arrived at -

1. It was agreed that the initial period of the lease shall be 30 years.

2. The Company submitted that the rent should be as proposed in the draft which was in accordance with the decision of the Government Order No.AFD 22/FGL-68 dated 19-7-1968. The Government view was (1) that the rent should in no event be less than the assessment chargeable on plantation lands and (2) that the use to which the land is put should be taken into consideration in fixing the rent.

   It was agreed that the rent shall be inclusive of land revenue subject to a satisfactory fixation of rent.

   The estimated assessment on the land is to be determined.

3. Payment of Rent at the agreed rate shall be made on such extent of the area as and when handed over to the Company till the entire area is put in possession of the Company.

4. It was agreed that the Company will have the option to renew the Lease after the expiry of the initial 30 years lease period for a further period of 30 years.

   The Government representative proposed that the rental and terms and conditions of the lease for this renewed period should be settled by mutual agreement at the time of renewal.

   The Company's representatives suggested that the rental and terms and donditions should be agreed now as

28 82

part of the Agreement as otherwise, the option could be rendered valueless by demand of an uneconomic rent. After discussion, it was suggested that provision could be made to adjust the rent now fixed to take care of any later increase in land revenue. The Government representatives said that they would give consideration to this suggestion.

It was agreed that the Company should give one year's notice to the Government for the exercise of the above option.

It was agreed that ~~that~~ the lease period may be further extended at the pleasure of the Government on such terms and conditions as may be mutually agreed upon.

5. It was agreed that the area shall be properly demarcated by the Company on the grounds by means of boundary stones which should be kept in good repair to the entire satisfaction of the District Forest Officer.

6. It was agreed that the ~~area~~ land shall be used mainly for Cocoa cultivation with such other subsidiary crops as are desirable to promote the growth of cocoa.

7. It was agreed that at least 100 acres would be made available to the Company before the 1st of July 1970 and that the reminder of the area should be made available as early as possible but not later than the 30th of December 1970.

8. It was agreed that Clause No.9 in the draft of the agreement submitted by the Company should be deleted.

9. It was agreed that all valuable timber standing in the area would be extracted and disposed of by the Forest Department.

10. It was agreed that in the event of cocoa plantation failing, the Company is free to withdraw from the agreement and surrender the lands to the Government by giving the Government one year's notice.

11. It was agreed that the land shall, within a period of five years, be utilised for the purpose for which it is granted and in default to comply with this requirements, unless the default is due to circumstances beyond the control of the Company, the lease shall be liable for cancellation forthwith.

12. It was agreed that the Company shall Deposit with the Forest Department Rs.10,000/-either in cash or the Bank guarantee of a scheduled Bank for an equal amount for fulfilment of all the conditions satisfactorily and, in case of breach of any of the conditions, the Department is at liberty to impose penalty to a maximum of Rs.1,000/-in the case of each breach, and the decision of the Chief Conservator of Forest shall be final.

13. It was agreed that all or any amount due to Government under the lease deed shall be recovered from the lease as arrears of land revenue.

14. It was agreed that Clause No.15 in the draft agreement should be deleted.

15. It was agreed that the lease is liable for termination if the Company become defunct or the Company does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

...3

16. It was agreed that on the expiration or sooner termination of the lase, the Company shall remove all fixtures and moveables in the demised area within a reasonable time and that the Company shall handover vacant possession of the land to the Government.

17. It was agreed that the agreement should be executed by the Divisional Forest Officer, Mangalore Division, on behalf of the Government of Mysore

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S7·NW 25 30 80

TELEGRAMS: CLAIM, SAKLASPUR
RY. STATION: HASSAN—37 MILES
Reg. Office: Pollibetta, Coorg.

COFFEE LANDS & INDUSTRIES (MYSORE) LTD.

(INCORPORATED IN MYSORE)

SAKLASPUR P. & T. O.
HASSAN DISTRICT

Ref.....

55/7B/70.

Min. of St. Forests. M.2(P) No. 11/70 Date. 2.1.70

Date 8th December 1969.

R. & I. SECTION
A. & F.D.
No. .....
Date 3 JAN 1970
Section.....

00356

To
The Hon'ble Shri. Alur Hanumanthappa,
Minister of State for Forests,
Government of Mysore,
Bangalore-1

Dear Sir,

Please permit us to submit for your urgent consideration the following:-

On the encouragement given by the then Chief Minister Sri S. Nijalingappa to our proposal to grow cocoa in the State we applied as long back as in the year 1967 for the grant of 500 acres of forest land in South Kanara District.

In their order No.AFD 337 FGL 67 dated 4th March 1969 the Government were pleased to sanction the lease of 500 acres of forest land in Shiradi-Sisla Reserved Forest Area, in South Kanara District for Cocoa cultivation.

Forest-B

In their order No.AFD.227 FGL 68 dated 19th July 1968 the Government were pleased to sanction the lease of 3500 acres of Forest land in Karwar District, N. Kanara to Consolidated Coffee Ltd, for oil palm cultivation, on the following terms:-

That the period of lease should be 60 years with option to renew the lease for a further period of 30 years at the end of the 60 years period:

That the rent to be charged shall be as follows:-

(i) Rs. 5 per acre per year for the first 10 years
(ii) Rs.15 per acre per year for the next 20 years
(iii) Rs.30/-per acre per year for the next 30 years.

Unfortunately, the cultivation of oil palm had to be given up on the advice of a world-famous expert who visited the area and came to the conclusion that the area was unsuited for oil palm cultivation.

On our request that the same terms as duly approved by the Government for oil palm cultivation may be applied to the lease of 500 acres sanctioned for cocoa cultivation, the Hon'ble Minister of Forests was pleased to invite our representatives to discuss the details of the lease agreement. Accordingly our representatives had several meetings. Minutes of the meeting dated 26th August 1969 are attached.

At the latest meeting dated 3rd Nov.1969, at the instance of the Government representatives we agreed to considerably enhanced rents during the first 30 years as follows:-

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Seeking to expand with K.D. Whether we can fix up the Royalty for the next 30 years. 1/1/70

43

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We wish to emphasize that unlike crops like pineapple, geranium, ground nut, soya, etc., the cocoa plant, like oil palm, is a fruit-bearing tree that takes several years to begin to bear fruit. It takes nearly forty years to attain full maturity and optimum yields. The total investment on the 500 acres of cocoa cultivation is estimated to exceed Rs.50 lakhs as stated in our letter submitted to Government in December 1968.

In view of this it will readily be appreciated that a lease period of 30 years for cocoa cultivation is unrealistic and impracticable.

We have therefore requested that the rent for the second 30-year period may kindly be fixed now, and not be left to be considered 30 years hence, as the lease for the second 30 years may be rendered infructuous and nugatory by stipulating a rental that is wholly uneconomic. We have brought this important fact to the kind notice of the Government and shall be grateful if the enhanced rent for the second 30-year period is fixed now, as has been done in the case of the lease granted to Messrs.N.Jivanlal & Co.,(P) Ltd, (vide Government Order No.AFD 214 FGL 68 Bangalore dated the 15th January 1969) at double the rent fixed for the first 30-year period.

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We therefore pray that:

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T. J. Varghese

Secretary.

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33 77

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8. It was agreed that Clause No.9 in the draft of the agreement submitted by the Company should be deleted.

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14. It was agreed that Clause No.5 in the draft agreement should be deleted.

15. It was agreed that the lease is liable for termination if the Company become defunct or the Company does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

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S1·W24 35 75

TELEGRAMS: CLAIM, SAKLASPUR
RY. STATION: HASSAN—37 MILES
Reg. Office: Pollibetta, Coorg.

COFFEE LANDS & INDUSTRIES (MYSORE) LTD.

(INCORPORATED IN MYSORE)

SAKLASPUR P. & T. O.
HASSAN DISTRICT

Ref.....

Date 2nd December 1969

SECTION
A.G.F.D.
No.
Date 18 DEC 1969
Section

45396

Hon'ble Alur Hanumanthappa
Minister for Forests
Government of Mysore
Vidhana Soudha Bangalore.

Dear Sir,

Please permit us to submit for your urgent consideration the following:-

On the encouragement given by the then Chief Minister Sri S.Nijalingappa to our proposal to grow cocoa in the State we applied as long back as in the year 1967 for the grant of 500 acres of forest land in South Kanara District.

In their order No.~~AFD 337 FGL 67~~ dated 4th March 1969 the Government were pleased to sanction the lease of 500 acres of forest land in Shiradi-Sisla Reserved Forest Area, in South Kanara District for Cocoa cultivation.

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At the latest meeting dated 3rd Nov. 1969, at the instance of the Government representatives we agreed to considerably enhanced rents during the first 30 years as follows:-

..2

Secretary to examine the request as marked 'A' in the next page
4/12/69
ALUR HANUMANTHAPPA
Min. of State for F

Min. of St. Forests.
No. MF(C)-629/69 Date.

Sh. H.K.R.
19/12/69

TELEGRAMS: CLAIM, SAKLASPUR
RY. STATION: HASSAN—37 MILES
Reg. Office: Pollibetta, Coorg.

36 74

COFFEE LANDS & INDUSTRIES (MYSORE) LTD.

(INCORPORATED IN MYSORE)

SAKLASPUR P. & T. O.
HASSAN DISTRICT

Ref.....

Date.....

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In view of this it will readily be appreciated that a lease period of 30 years for cocoa cultivation will be unrealistic and impracticable. We have therefore requested that the rent for the entire 60 years period should be fixed now, and not be left to be decided 30 years hence owing to the risk of the lease for the second 30 years being rendered infructuous and nugatory by demand, at the time of renewal, of rent that may be wholly uneconomic. We have brought this important fact to the kind notice of the Government and shall be grateful if the point is appreciated and the enhanced rent for the second 30 year period is also fixed now, at double the rent as follows:-

(A) Secretary to examine early and put up

Rs.30/-per acre per year for the next 30 years plus an assessment levy of Rs.12/-per acre per year or the land revenue assessment rate prevailing at the time, the company exercises its option to renew the agreement for the further period of 30 years.

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For Secretary

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The following were present -

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The Company's representatives suggested that the rental and terms and conditions should be agreed now as part of the agreement as otherwise, the option could be rendered valueless by demand of an uneconomic rent. After discussion, it was suggested that provision could be made to adjust the rent now fixed to take care of any later increase in land revenue. The Government representatives said that they would give consideration to this suggestion.

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... 3

that the remainder of the area should be made available as early as possible but not later than the 30th of December 1970.

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... 4

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17. It was agreed that the agreement should be executed by the Divisional Forest Officer, Mangalore Division, on behalf of the Government of Mysore.

Sl-No23

41 69

No.B3/7/GFL/27/69-70.
Encl. Draft agreement

Chief Conservator's Office
Bangalore:Dated: 17-12-1969.

To

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

Sir,

No. 45218
Date 18 DEC 1969

Sub:-Grant of land for cocoa cultivation in Shiradi R.F. in South Kanara District - request of Messrs.Coffee Lands Ltd., Polibetta for release of 500 acres of land.

Ref:-This office letter of even No.Dated 4-11-1969.

7026/

18/12

In supercession of this office letter quoted above I am enclosing herewith a draft lease agreement in respect of the above as the one submitted to Government was only a order of grant in vogue in South Kanara District for getting it approved by the Government in Law Department.

As the Government Order, ordering the lease have not yet been issued by Government, the rent etc. recoverable will be inserted in the agreement ~~bearing~~ basing on the Government Order when issued.

Yours faithfully,

D. Ranjundappa 16/12
Chief Conservator of Forests

N.

Shri H.K.R.
18/12/69

THIS AGREEMENT OF LEASE IS MADE THIS THE.....
Day of.....Nineteen hundred Sixty Nine between M/s.Coffee Lands Limited Pollibetta hereinafter called the Company (which term shall include its assigns, successors and liquidators) and the Governor of Mysore, hereinafter called the Government.

WHEREAS at the request of the Company, the Government has by G.O. No.....dated.....agreed to grant the land described in the Schedule below (hereinafter referred to as the demised land) on lease for Cocoa Cultivation subject to the terms and condition noted in the said Government Order: And whereas the Company has deposited Rs.10,000/- with the Government as earnest money to secure due performance of the terms and conditions of this deed:

NOW it is hereby agreed as follows:-

1. The lease shall be for a term of 30 years commencing on.....
.....

2. The Company shall pay rent as follows:-

(i) Rs.....
(ii) Rs.....

3. The rent for the first year shall be paid on the date of the Execution of this deed and the rent for the remaining years shall be paid one month before the completion of one year from the date of payment of the previous year's rent.

4. Payment of the rent at the agreed rate shall be made on such extent of the area as and when handed over to the Company till the entire area is put in possession of the Company.

5. The Company will have the option to renew the lease after the expiry of the initial 30 years lease period for a further period of 30 years, subject to a reasonable increase in rent and such other terms and conditions as may be mutually agreed upon.

6. The area shall be properly demarcated by the Company on the ground by means of Boundary Stones and should be kept in good repair to the entire satisfaction of the Divisional Forest Officer.

7. The land shall be used mainly for Cocoa cultivation with such other subsidiary crop as are desirable to promote the growth of Cocoa.

8. In the event of Cocoa Plantation failing, the Company is free to withdraw from the agreement and surrender the lands to the Government by giving Government One Year's Notice.

9. The land shall, within a period of five years be utilised for the purpose for which it is granted and in default to comply with this requirement unless the default is due to circumstances beyond the control of the company the lease shall be liable for cancellation forthwith.

10. In the case of breach of any other condition the department is at liberty to impose penalty to a maximum of Rs.1,000/- in the case of each breach, and the decision of the Chief Conservator of Forests shall be final.

11. All or any amount due to Government under the lease deed shall be recovered from the lessee as arrears of Land Revenue.

12. The lease is liable for termination if the company becomes defunct or the company does not act according to any of the condition of the lease, and the earnest money shall be forfeited to Government. But the company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

13.

....2.

13. On the expiration or sooner termination of the lease the company shall remove all fixtures and moveables in the demised areas within a reasonable time, and the Company shall handover vacant position of the land to the Government.

14. The earnest money shall if not forfeited under condition 12 be refunded to the Company on the expiry of the lease. Provided however when lease is renewed it shall be held as earnest money for the renewed period of lease subject to the same condition.

15. The Company shall not ~~subject~~ sublet the demised land or any portion thereof to any other person or body for any purpose without the express permission of the Government.

16. The Company shall not interfere with the right of way of inhabitants of the neighbouring villages, so far as the said right is conferred at the time of settlement.

17. The Company shall not interfere with the movement of the staff of the Forest Department within the area of the demised land for purposes of attending to Government duties both inside on the other parts of the surrounding area of the demised land.

18. The company shall abide by the Rules and Regulations of the Government Forest Department [illegible]

19. The Company shall render every assistance and use their best endeavour to extingish the fire and every such employees of the Company shall in all cases give immediate notice of the occurance of the fire to the nearest Forest, Police or Revenue Officer.

Forest.

[illegible] area remarks.

In witness thereof the parties hereunto have executed this DEED on the day and the year first above mentioned.

.....
For the Company
(Person authorised should sign)

On behalf of and under the direction of the Governor of Mysore.

Witness:

1.....

2.....

(Person authorised to sign).

(COPY)

S1.No.22 44 66

B3/7/GFL/27/69-70.
Encl: Draft lease deed.

Chief Conservator's Office
Bangalore:Dated: 4/11/ 1969.

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

Sir,

Sub:-Grant of land for cocoa cultivation in Shiradi Shisla R.F. in South Kanara District - request of Messrs.Coffee Lands Ltd., Polibetta for release of 500 acres of land.

Ref:-Your D.O.No.AFD-170-FGL-69 Dated 28-8-69 and 20-9-69.

SECTION
39862
4 NOV 1969
8178/FR/69

With reference to the above I am enclosing herewith a draft agreement proposing the conditions and terms of lease for getting it approved by the Government in the Law Department.

It is not practicable to enter into an agreement unless the Government issues a Government Order ordering lease of the area on specific terms and conditions. The proposed terms and conditions are already before Government.

The question of fixation of rent which has ~~remained~~ remained unsolved may kindly be ascertained from the Revenue Secretariat as the Government are of the view that the rent shall be inclusive of land revenue and the estimated assessment on the land is to be determined etc.

Yours faithfully,

D. Ranjindappa 3/11
Chief Conservator of Forests

N.

Shri H.F.R
5-11-69

5/11/69

ORDER OF GRANT FOR TEMPORARY OCCUPATION OF LAND INSIDE RESERVED FOREST FOR RAISING COCOA PLANTATION.

The land specified in the Schedule is hereby granted in the name of M/s.

for temporary occupation for a period of 30 years commencing from subject to the following conditions to which the aforesaid grantee has agreed.

1. The grant is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of the limits of authority delegated to the Officer sanctioning the grant or that there was an irrigularity in procedure. Cancellation on any of these grounds may be ordered by any authority to whom the sanctioning authority is administratively subordinate.

2. In the event of such cancellation of the grant, the grantee shall not be entitled to compensation for any loss caused to him by the cancellation.

3. The grantee shall pay the cost of surveying the land. He shall keep its boundaries clear off forest growth and maintain rough stone ca-irn 5' height and is required to maintain these cairns at his/her own expense to the satisfaction of the Divisional Forest Officer, Mangalore Division.

4. The grantee shall pay a premium of Rs.

5. The grantee shall produce a solvency certificate to the extent calculated at Rs. 200/- for each acre of land granted (solvency certificate for Rs. from the has been produced).

6. The Grantee shall pay the sum of Rs. 10,000/- as security for the fulfilment and observance by him of the conditions contained in the grant. In case of breach of any of the conditions the Department is at liberty to impose penalty to a maximum of Rs.1000/- in the case of each breach and the decision of the Chief Conservator of Forests shall be final.

7. The grantee shall so long as the grant be in force pay in each year the rent of Rs. to the Government in advance annually, the first of such payment to be made on or before . into the Government Treasury at Mysore State and the subsequent annual payment on the corresponding day of succeeding years.

/pay interest at 6¼% per cent per annum on such amounts from the

for.

9. The grantee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable in respect of the land as a result of his occupation of the same.

10. The grantee shall not without the previous sanction of the assigning authority transfer the whole, or any part of his interest in the land under the grantee or part with the possession of the land or any portion thereof. Such sanction will not be generally given during the fi first Fifteen years of the grant.

PTO.

11. The grantee shall permit the Officers of the Forest Department with ~~or with~~ or without ~~XXXXXXXXX~~ workmen at all times to enter upon the lands aforesaid to view the conditions and state thereof.

12. The grantee shall not encroach upon any land, not included in the grant. He shall bring to the notice of the Divisional Forest Officer any ~~x~~ unauthorised cultivation within 16 metres of the boundaries of the land.

13. The land shall be used only for the raising of cocoa plantation.

14. The grantee shall not erect any buildings, fence, or structures of a permanent character on the land without the previous written sanction of the assigning authority. The grantee will be permitted to erect sheds in the leased area for his habitation for which thatch grass, bamboo can be removed free if available in adjacent Reserved Forest. The grantee will be permitted to divert water from the adjoining stream provided the existing rights of villagers ~~and~~ not ~~xxxxxx~~ interefered with. Grantee will be given access to his garden by foot or cart track constructed at his own expense.

15. The grantee shall plant with cocoa plants within five years and in default to comply with this requirements unless the default is due to circumstances beyond the control of the company the lease shall be liable for cancellation forthwith.

16. The grantee shall have the right to utilise dry and green manure leaves by cutting undergrowth of unclassified species in Reserved Forests upto a distance of 92 metres from the boundaries of the land covered by the grant. But should 92 ~~acres~~ limit faces inside any of the Working Plan coupes or Regeneration areas the contractor is prohibited from entering the area and the concession allowed as per this clause shall not apply in respect of such areas the right of which has been reserved to the Divisional Forest Officer to specify such areas as and when required by the Department.

17. The grantee shall be responsible for the value of timber and other materials cut by illicit felling within a distance of a 202 ~~xxxx~~ metres from the boundaries of the land granted and to pay on demand to the Divisional Forest Officer, such sum as may be fixed by him as damages sustained by Government whose ~~xxxxxx~~ decision thereon shall be final, in respect of such illicit fellings.

18. The grantee shall be responsible for the acts of himself and his employees. He and his employees shall be required, if called upon by any Forest Officer of the rank of a Forest Guard and above to render all assistance in putting out any fire that may occur in the neighbourhood of the leased area.

19. The grantee shall be responsible for seeing that his employees take all precautions to prevent fires from arising within the area granted and for taking immediate steps to deal with any fire that may occur in the area and for reporting the occurrence immediately to the nearest Forest Officer.

20. The grantee shall at all times comply with the provisions of the Mysore FOREST Act 1963 as amended from time to time and of the rules issued thereunder and for the time being in force.

21. The grantee shall, as soon as the period of the grant expires or on its earlier termination, as the case may be deliver upto the Government the land together with all crops, trees and sheds which shall then be, standing thereon.

21. The rent of all sums due from the grantee shall be re-....3.
coverable from him as if they were arrears of Land Revenue.

22. The grantee shall, as soon as the period of the grant expires or on its earlier termination, as the case may be deliver upto the Government the land together with all crops, trees and sheds which shall then be standing thereon.

23. If the grantee violates any of the conditions of this grant the Government shall be at liberty to resume the land and to re-enter on any part of the land or the whole, and thereupon the whole of the land including all crops, trees, sheds roads, fences, plants and other things attached to the land shall vest absolutely in the Government. In the event of such redemption and re-entry the grantee shall not be entitled to any compensation whatsoever.

24. The grant hereby given may be revoked by the assigning authroity after giving 3 months' notice in writing and by the Government or Chief Conservator of Forests without notice in an emergency (the said Government or Chief Conservator of Forests being the sole judge of the emergency) and shall be terminable by the grantee by giving 3 months notice in writing but without prejudice to any right of action or remedy of the assigning authority in respect of any antecedent, breach of any of the foregoing conditions. The grantee shall not in case of such revocation or termination be entitled to any compensation in respect of any improvements effected by the grantee to the land or for the loss caused by the interruption of his occupation.

25. In the event of termination of the grant under condition 24 the Government shall be at liberty to levy proportionate rental upto the date of such termination and to refund the premium or a portion thereof (if paid) as the assigning authority may fix.

26. The sum of Rs.10,000/- deposited by the grantee under condition 6 or such portion thereof as may be returnable to him shall be returned to him on thefulfilment of condition 15 of the grant or on the expiration or sooner determination of the grant.

27. If not less than 3 clear months before the expiry of this grant an application for its renewal is presented to the Divisional Forest Officer the Government may renew the grant, but shall in no case be deemed to be under an obligation to do so.

28. If any dispute or difference shall at any time hereafter arise between the Government or their officers on the one part and the grantee as to the rights duties or liabilities of either party respect of any matter or thing relating to or arising out of the grant or the construction or the meaning of all or any of the provisions herein contained, the said dispute or difference shall be referred for settlement to the arbitration of the Conservator of Forests, Coorg Circle, Mercara and his decision shall be final.

29. The grant includes all rights, easements and appurtenances belonging to the land or reputed to belong to it or usually held or enjoyed within. The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels, running through the bounding the land and the right of Government to the mines and quaries subjacent to the land are however reserved and are in no way affected by the grant. The grantee shall be permitted on obtaining a licence from the competent authority and subject to such restrictions as may from time to time be imposed by the Deputy Commissioner of South Kanara or the Chief Conservator of Forests subject also to the payment of a charge for the use of water from any river, stream or channel for irrigation and supply of drinking water.

30. In the event of cocoa plantation failing the Company is free to withdraw and surrender the lands to the Government by giving the Government one year's notice.

SCHEDULE

District.	Taluk	Name of Reserved Forest	Survey Number and area in acres.	Nature of the crop on the land.	Remarks.

In witness whereof I,

acting for and on behalf of and by the order and direction of His Excellency the Governor of Mysore have hereunto set my hand this day of 19

Sd.
Divisional Forest Officer,
Mangalore Division,
MANGALORE-1.

"COPY"

D. Venugopal
Chief Conservator of Forests
in Mysore, Bangalore.

Sl. No. 21

FA

G. No.....

Booking

Receipt 38579

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MCH 73

...sequence of entries as the beginning of this telegram is ...
...elegram, time handed in, serial number, office of origin, ...
...ervice instructions (if any) and number of words.
This form must accompany any enquiry respecting this telegram.

TO OPEN CUT HERE

INDIAN POSTS AND TELEGRAPHS DEPARTMENT

TELEGRAM

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Telx 4AW

Rajadordy honourable
minister for forests
Vidhana Soudha
Bangloqre

6089/7B/
31.10

SECOND FOLD

FIRST FOLD

X 1740 4 Pollibetta 15 22
Request interview tuesday twenthyeighth
for our managing director
mister K B Somana.

16-11-65
11. AM

Min. of St. Forests.
No. 379 Date. 18/10/65

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No. 2279
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H. K. R

17/11/65

ALUR HANUMANTHAPPA
Min. of State for Forests

MGIPAh—590—7-8-67—4,000

Sl. No. 20
Sub: as at p59 up

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AFD-170-FAL-69

Sri M. A. Sreenivasan,
Thavangala,
~~High Ground~~
Rajamandal Estate P.O.
~~Bangalore~~
Orchards B'lore.

I am directed to send herewith a copy of G.O. No of even no ~~AFD-170-FAL-69~~ dated 18.3.70, on the subject cited above for info.

ISSUED 20-3-70

O/C

for Dy Sec
S.O. AFD

Copy to M/s Coffee Lands, Polibetta, South Coorg, along with a copy of G.O. of even no. dated 18-3-70.

Sl. No. 19

51 57

Sub: Forest Department - South Kanara District - Shiradi-Shisla Reserved Forest - lease of 500 acres for Cocoa cultivation to M/S Coffee lands Ltd., Pollibetta, South Coorg - Sanctioned.

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.

ORDER NO.AFD 170 FGL 69

DATED BANGALORE THE 18TH MARCH 1970.

With reference to letter No.33/7/GFL/27/69-70 dated 14-4-1969 of the Chief Conservator of Forests in Mysore, Bangalore on the subject mentioned above, the Governor is pleased to accord sanction for the grant of 500 acres of land in Shiradi Shisla Reserved Forest of South Kanara District for Cocoa cultivation to M/S Coffee Lands Ltd., Pollibetta, South Coorg on lease basis subject to the following conditions:-

1) The initial period of the lease shall be 30 years;

2) The company shall have the option to renew the lease after the expiry of the initial thirty years lease period for a further period of 30 years on such terms and conditions as may be mutually agreed upon and the Company shall give one year's notice in writing to the Government for the exercise of such option.

3) The payment of rent shall be made on such extent of the area as and when handed over to the company till the entire area is put in possession of the company.

4) The rent shall be paid by the company as follows:-

   i) 1st 10 years at Rs. 5/- per acre per annum;
   ii) from 11th to 30th year at Rs. 30/- per acre per annum;
   iii) from 30th year to the 60th year at Rs. 60/- per acre per annum.

5) The area shall be properly demarcated by the company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the Divisional Forest Officer.

6) The area shall be used mainly for Cocoa cultivation with such other subsidiary crops as are desirable to promote the growth of Cocoa;

7) 100 acres shall be made available to the company before the 1st of July 1970 and the remainder of the area shall be made available as early as possible but not later than the 30th December 1970.

8) All valuable timber standing in the area shall be extracted and disposed of by the Forest Department.

9) in the event of the Cocoa plantation failing the Company shall be free to withdraw from the agreement and surrender the lands to the Government by giving Government one year's notice in writing.

10) the land, shall, within a period of five years be utilised for the purpose for which it is granted and in default to comply with this requirement, unless the default is due to circumstances beyond the control of the company the lease shall be liable for cancellation forthwith.

11) the company shall deposit with the Forest Department Rs. 10,000 (Rupees ten thousand only) either in cash or by a Bank Guarantee of a Scheduled Bank for an equal amount for due fulfilment of all the conditions satisfactorily and, in case of breach of any of the conditions, the department shall be at liberty to impose penalty to a maximum of Rs. 1,000/- (Rupees one thousand only) in the case of each breach and the decision of the Chief Conservator of Forests shall be final.

12) the lease is liable for termination if the company becomes defunct or the company does not act according to any of the conditions of the lease. But the company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

13) all or any amounts due under the lease deed shall be recovered from the lessee as arrears of land revenue.

14) On the expiration or sooner termination of the lease, the company shall remove all fixtures and moveable in the demised area within a reasonable time and the company shall hand over vacant possession of the land to the Government.

15) the agreement shall be executed by the Divisional Forest Officer, Mangalore Division on behalf of the Government of Mysore.

This order issues with the concurrence of F.D. vide their U.O.Note No.FD 1277/W2 dated 16-3-1970.

(S.Balasubramanyan)
Under Secretary to Government,
Agriculture & Forest Department.

To
The Chief Conservator of Forests in Mysore, Bangalore.
The Conservator of Forests, Coorg Circle, Mercara.
The Accountant General, Mysore, Bangalore.
The Divisional Forest Officer, Mangalore.
Copy to: (1) Revenue Department/ (2) Finance Department(B), (3) Cabinet Section. C.106/70.(4) Guard File.

N/18.3.70. M.G.S. M.S. (50 copies)

24-N-19

DRAFT

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PROCEEDINGS OF THE GOVERNMENT OF MYSORE

Sub: Forest Department - South Kanara District - Shiradi,-Shisla Reserved Forest - lease of 500 acres for Cocoa cultivation to M/s. Coffee lands Ltd., Pollibetta, South Coorg - Sanctioned -

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ORDER NO.AFD 170 FGL 69,
DATED:BANGALORE:THE MARCH 1970.

With reference to letter No.B3/7/GFL/27/69-70 dated 14-4-1969 of the C.C.F. in Mysore, Bangalore on the subject mentioned above, the Governor is pleased to accord sanction for the grant of 500 acres of land in Shiradi Shisla Reserved Forest of South Kanara District for Cocoa cultivation to M/s. Coffee Lands Ltd., Pollibetta, South Coorg on lease basis subject to the following conditions:-

1) The initial period of the lease shall be 30 years;

2) The company shall have the option to renew the lease after the expiry of the initial thirty years lease period for a further period of 30 years on such terms and conditions as may be mutually agreed upon and the Company shall give one year's notice in writing to the Government for the exercise of such option.

3) The payment of rent shall be made on such extent of the area as and when handed over to the company till the entire area is put in ~~position~~ possession of the company

4) The rent ~~shall~~ be paid by the company as follows:-

   i) 1st 10 years at Rs.5/- per acre per annum;

   ii) from 11th to 30th year at Rs.30/- -do-

   iii) from 30th year to the 60th year at Rs.60/- per acre per annum.

5) The area shall be properly demarcated by the company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the Divisional Forest Officer.

6) The area shall be used mainly for Cocoa cultivation with such other subsidiary crops as are desirable to promote the growth of Cocoa;

ISSUED 18/3/70

7) 100 acres shall be made available to the company before the 1st of July 1970 and the remainder of the area shall be made available as early as possible but not later than the 30th December 1970.

8) All valuable timber standing in the area shall be extracted and disposed of by the Forest Department.

9) in the event of the Cocoa Plantation failing the Company shall be free to withdraw from the agreement and surrender the lands to the Government by giving Government one year's notice in writing.

10) the land, shall, within a period of five years, be utilised for the purpose for which it is granted and in default to comply with this requirement, unless the default is due to circumstances beyond the control of the company the lease shall be liable for cancellation forthwith.

11) the company shall deposit with the Forest Department Rs.10,000(Rupees ten thousand only) either in cash or by a Bank Guarantee of a Scheduled Bank for an equal amount for due fulfilment of all the conditions satisfactorily and, in case of breach of any of the conditions, the department shall be at liberty to impose penalty to a maximum of Rs.1,000/- (Rupees one thousand only) in the case of each breach and the decision of the Chief Conservator of Forests shall be final.

12) the lease is liable for termination if the company becomes defunct or the company does not act according to any of the conditions of the lease. But the company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

13) all or any amounts due under the lease deed shall be recovered from the lessee as arrears of land revenue

14) On the expiration or sooner termination of the lease, the company shall remove all fixtures and moveable in the demised area within a reasonable time and the company shall hand over vacant possession of the land to the Government.

15) the agreement shall be executed by the Divisional Forest Officer, Mangalore Division on behalf of the Government of Mysore.

contd.3.

This order issues with the concurrence of F.D. vide their U.O.Note No. FD 1277 W2 dated: 16.3.70

16/3/70
Under Secretary to Govt.,
A & F.D.

to

The C.C.F.
~~The G.F.~~, The CF, Kong Circle, Mercara, The DFO
The A.G.
Copy to: R.D.
F.D.(B)
G.F.

Sl. No. 18

56 C. 106/70

SECRET/ 1970. /NO.AFD.170.FGL.69/

CABINET NOTE.

Subject:- C.106/70:

Lease of land for Cocoa Cultivation in Shiradi, Shisla Reserved Forest in South Kanara District - Request of Coffee Lands Ltd., Pollibetta, South Coorg for release of 500 acres for Cocoa Cultivation -

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1. On the submission of a note to the Cabinet whether any area should be released in Shiradi-Shisla Forests to M/s. Coffee Lands Ltd., Pollibetta, Coorg for Cocoa Cultivation the Cabinet at its sixth meeting held on the 26th February, 1969 decided as follows:-

"Approved to lease out the area of 500 acres excluding the area required by the Horticulture Department. Details regarding terms of the lease may be worked out and brought before the Cabinet".

2. The Chief Conservator of Forests in his letter dated the 14th April, 1969 had recommended the lease of 500 acres in Shiradi-Shisla Reserve Forest of South Kanara District to M/s. Coffee Lands Ltd., on certain changes in the terms and conditions proposed by the Chief Conservator of Forests. The terms and conditions of the lease were discussed at a meeting with the representatives of the Company by the Deputy Secretary to Government, Agriculture and Forest Department and the Chief Conservator of Forests on the 26th August, 1969. The following terms and conditions of the lease were agreed to:-

* terms and conditions. The Company represented for certain

1) The initial period of the lease shall be 30 years;

2) Payment of rent at the agreed rate shall be made on such extent of the area as and when handed over to the Company till the entire area is put in possession of the Company.

3) The Company shall have the option to renew the lease after the expiry of the initial thirty years lease period for a further period of 30 years on such terms and conditions as may be mutually agreed upon and the Company shall give one year's notice in writing to the Government for the exercise of such option.

4) The area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the Divisional Forest Officer.

5) The area shall be used mainly for Cocoa cultivation with such other subsidiary crops as are desirable to promote the growth of Cocoa.

6) 100 acres shall be made available to the Company before the 1st of July, 1970 and the remainder of the area shall be made available as early as possible but not later than the 30th December, 1970.

Contd..2...(P.T.O.)

7) all valuable timber standing in the area shall be extracted and disposed of by the Forest Department.

8) in the event of the Cocoa Plantation failing, the Company shall be free to withdraw from the agreement and surrender the lands to the Government by giving Government one year's notice in writing.

9) the land, shall, within a period of five years, be utilised for the purpose for which it is granted and in default to comply with this requirement, unless the default is due to circumstances beyond the control of the Company the lease shall be liable for cancellation forthwith.

10) the company shall deposit with the Forest Department Rs.10,000 (Rupees ten thousand only) either in cash or by a Bank Guarantee of a Scheduled Bank for an equal amount for due fulfilment of all the conditions satisfactorily and, in case of breach of any of the conditions, the department shall be liberty to impose penalty to a maximum of Rs,1,000/- (Rupees one thousand only) in the case of each breach and the decision of the Chief Conservator of Forests shall be final.

11) all or any amounts due under the lease deed shall be recovered from the lessee as arrears of land revenue.

12) the lease is liable for termination if the Company becomes defunct or the Company does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

13) on the expiration or sooner termination of the lease, the Company shall remove all fixtures and moveable in the demised area within a reasonable time and the Company shall hand over vacant possession of the land to the Government.

14) the agreement shall be executed by the Divisional Forest Officer, Mangalore Division on behalf of the Government of Mysore.

3. The rent proposed by the Chief Conservator of Forests was:

i) Rs.5/- per acre per year for the first 10 years;
ii) Rs.15/- per acre per year for the next 20 years;
iii) Rs.30/- per acre per year for the next 30 years.

The representatives of the Company represented that the lease amount should be inclusive of land revenue. At the meeting held on the 26th August, 1969 with the representatives of the Company it was agreed:-

1) that the rent should in no event be less than the assessment chargeable on plantation lands; and

2) that the use to which the land is put should be taken into consideration in fixing the rent.

4. When the Revenue Department was consulted in the matter the Commissioner for Land Reforms and Ex-Officio Secretary to Government, Revenue Department has opined thus:-

Contd...3....

"The rental may be Rs.5+Rs.1.60 per acre for the first 10 (ten) years and Rs.15+Rs.12 per acre for the next 20 years. The Forest Department may transfer the underlined sums to the Revenue Department under "L.R.Misc." every year on recovery from the lessee. The rental for the period beyond the 30 years period need not be fixed now. The rentals should be made payable in advance on 1st July each year ".

5. This question was discussed in the Chambers of the Minister for Finance, Planning and Youth Welfare when the Minister of State for Forests, the Secretaries to Government, Agriculture and Forest Department, Finance Department, Commerce and Industries Department, the Chief Conservator of Forests and the Representative of M/s. Coffee Land Ltd., were present. As the optimum yield from Cocoa plantation is only from the 10th (tenth) year onwards it was considered necessary to fix the rent payable during the 60 years. As the Company is proposed to be given option to renew the lease on the expiry of the first 30 years it was decided that the rent for the 60 years be fixed as follows:-

i) 1st 10 years at Rs.5/- per acre per annum.

ii) from 11th to 30th year at Rs.30 per acre per annum.

iii) from 30th year to the 60th year at Rs.60 per acre per annum.

6. Finance Department when consulted have opined as follows:-

Ordinarily, the rent to be fixed should be on the basis of a portion of the gross produce. But as the lease is proposed for a crop which is being tried out on a large-scale for the first time, and in view of export potentialities etc., there is no objection to the lease on the proposed terms. Finance Department would only add that in respect of a renewal of lease after the first 30 years, it should be by mutual agreement. The lease amount could, however, be fixed at Rs.60/- per acre per annum as proposed.

7. Orders are solicited:-

i) to lease an area of 500 acres in Shiradi Shisla Reserve Forest subject to the terms and conditions specified in paragraph 2 of the Cabinet Note an additional clause being added in respect of rent.

ii) to fix the lease rent for the entire period of 60 years as indicated in paragraph 5 of the Cabinet Note.

V Byrappa

(V. Byrappa),
Secretary to Government,
Agriculture anf Forest Department.
10.3.70

tsv/-

S/.No. 18

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DRAFT

SECRET

NO.AFD 170 FGL 69

F.C. 10/3/20 C.106/70 10/3/70

CABINET NOTE

Sub: Lease of land of Cocoa Cultivation in Shiradi Shisla Reserved Forest in South Kanara District- Request of Coffee lands Ltd., Pollibetta, South Coorg for release of 500 acres for Cocoa Cultivation. //For

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① Note-II AFD 337 FGL 67 (part II)

② Note-III AFD 337 FGL 67 (part-II)

1) On the submission of a note to the Cabinet whether any area should be released in Shiradi-Shisla Forests to M/S Coffee Lands Ltd., Pollibetta, Coorg for Cocoa Cultivation the Cabinet at its sixth meeting held on the 26th February 1969 decided as follows:-

"Approved to lease out the area of 500 acres excluding the area required by the Horticulture Department. Details regarding terms of the lease may be worked out and brought before the Cabinet".

③ p. 11-10 cf.

④ p. 26-24 cf.

2) The Chief Conservator of Forests in his letter dated the 14th April 1969 had recommended the lease of 500 acres in Shiradi-Shisla Reserve Forest of South Kanara District to M/S Coffee Lands Ltd., on certain terms and conditions. The Company represented for certain changes in the terms and conditions proposed by the Chief Conservator of Forests. The terms and conditions of the lease were discussed at a meeting with the representatives of the Company by the Deputy Secretary to Government, A & F. Department and the Chief Conservator of Forests on the 26th August 1969. The following terms and conditions of the lease were agreed to:-

⑤ p. 30-27 cf

1) The initial period of the lease shall be 30 years.

2) Payment of rent at the agreed rate shall be made on such extent of the area as and when handed over to the Company till the entire area is put in possession of the Company.

3) The Company shall have the option to renew the lease after the expiry of the initial thirty years lease period for a further period of 30 years on such terms and conditions as may be mutualy agreed upon and the Company shall give one year's notice in writing to the Government for the exercise of such option.

4) the area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the Divisional Forest Officer.

5) the area shall be used mainly for Cocoa cultivation with such other subsidiary crops as are desirable to promote the growth of Cocoa

....2

6) 100 acres ~~xxxx~~ shall be made available to the Company before the Ist of July 197 0 and the remainder of the area shall be made available as early as possible but not later than the 30th December 1970.

7) all valuable timber standing in the area shall be extracted and disposed of by the Forest Department.

8) in the event of the Cocoa Plantation failing, the Company shall be free to withdraw from the agreement and surrender the lands to the Government by giving Government one year's notice in writing.

9) the land, shall, within a period of five years, be utilised for the purpose for w hich it is granted and in default to comply with this requirement, unless the default is due to circumstances beyond the control of the Company the lease shall be liable for cancellation forthwith.

10) the Company shall deposit with the Forest Department Rs 10,000 (Rupees Ten thousand only) either in cash or by a Bank Guarantee of a Scheduled Bank for an equal amount for due fulfilment of all the conditions satisfactorily and, in ~~xxx~~ case of breach of any of the conditions, the department shall be liberty to impose penalty to a maximum of Rs 1,000/- (Rupees one thousand only) ~~xx~~ in the case of each breach, and the decision of the Chief Conservator of Forests shall be final.

11) all or any amounts due under the lease deed shall be recovered from the lessee as arrears of land revenue.

12) the lease is liable for termination if the Company becomes defunct or the Company does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

13) on the expiration or sooner termination of the lease, the Company shall remove all fixtures and moveable in the demised area within a reasonable time andthe Company shall hand over vacant possession of the land to the Government.

14) The agreement shall be executed by the Divisional Forest Officer, Mangalore Division on behalf of t he Government of Mysore.

3) The rent proposed by the Chief Conservator of Forests was:

i) Rs 5/- per acre per year for the ~~xx~~ first 10 years;
ii) Rs 15/- per acre per year for the next 20 years;
iii) Rs 30/- per acre per year for the next 30 years.

The representatives of the Company represented that the lease amount should be inclusive of land revenue. At the meeting held on the 26th August 1969 with the representatives of the Company it was agreed:—

Col 49

1) that the rent should in no event be less than the assessment chargeable on plantation lands, and

2) that the use to which the land is put should be taken into consideration in fixing the rent.

4) When the Revenue Department was consulted in the matter the Commissioner for Land Reforms and Ex-Officio Secretary to Government, Revenue Department has opined thus:-

" The rental may be Rs 5 + Rs 1.60 per acre for the first 10 (ten) years and Rs 15+Rs 12 per acre for the next 20 years. The Forest Department may transfer the under-lined sums to the R.D. under "L.R.Misc" every year on recovery from the lessee. The rental for the period beyond the 30 years period need not be fixed now. The rentals should be made payable in advance on Ist July each year".

5) This question was discussed in the Chambers of the Minister for Finance, Planning & Youth Welfare when the Minister of State for Forests, the Secretaries to Government, A & F.D., F.D. and C & I, and the C.C.F. and the representative of M/S Coffee Land Ltd., were present. As the optimum yield from Cocoa plantation is only from 10th (Tenth) year onwards it was considered necessary to fix the rent payable during the 60 years. As the Company is proposed to be given option to review the lease on the expiry of the first 30 years it was decided that the rent for the 60 years be fixed as follows:-

(i) 1st 10 years at Rs. 5 per acre per annum.
(ii) from 11th to 30th year at Rs. 30 per acre per annum.
(iii) from 30th year to the 60th year at Rs. 60 per acre per annum.

6) Finance Department when consulted have opined as follows:-

Ordinarily, the rent to be fixed should be on the basis of a portion of the gross produce. But as the lease is proposed for a crop which is being tried out on a large scale for the first time, and in view of export potentialities etc., there is no objection to the lease on the proposed terms. FD would only add that in respect of a renewal of lease after the first 30 years, it should be by mutual agreement. The lease amount could, however, be fixed @ Rs. 60/- per acre p.a. as proposed.

7) Orders are solicited -

(i) to lease an area of 500 acres in Shiradi Shisla Reserve Forest subject to the terms and conditions specified in paragraph 2 of the Cabinet Note, the additional clause being added in respect of rent.

(ii) to fix the lease rent for the entire period of 60 years as indicated in paragraph 5 of the Cabinet Note.

SECRETARY TO GOVERNMENT,
A & F DEPARTMENT.

Sl. No. 17

62 48

DRAFT.

Proceedings of the meeting held in the Chambers of the Minister for Finance ,Planning & Youth Welfare at 11-00 A.M. on the 9th March 1970 regarding lease of land for Cocoa cultivation ti Coffee lands Ltd., Pollibetta.

Present:

1. Minister for Finance, Planning & Youth Welfare.
2. Minister for Forests.
3. Secretary to Govt. Finance Department.
4. -do- A & F.D.
4. -do- C & I Department.
5. C.C.F.
6. T.A. to C.C.F.
7. A.T.A. to C .C.F.
8. U.S. A & F.D.(Forests).

As the optimum yield is realised only from the 20th year onwards it was considered necessary to fix the rent payable during the ~~2nd to 30th years~~ second thirty year period also as ~~when~~ the Company is given the option to review the lease. The following decision were therefore taken:

a) For the first 10 years the lease rent ~~will~~ shall be Rs. 5 per acre per annum;

b) from the 11th to the 30th year the lease ~~x~~ rent shall be Rs. 30 per acre per annum and

c) during the subsequent 30 years the lease amount shall be at Rs. 60 per acre per annum.

9/3

Sl. No. 16

47

63

GOVERNMENT OF MYSORE

No.AFD 170 FGL 69.

Mysore Government Secretariat,
Vidhana Soudha,

Bangalore, dated 29-10-1969.

From
The Secretary to Government of Mysore,
Agriculture & Forest Department.

To

The Chairman,
M/s. Coffee Lands Ltd.,
Pollibetta,
South Coorg.

Sir,

Sub: Grant of land for Cocoa Cultivation in Shiradi Shisla Reserve Forest in South Kanara District - Request fo of Coffee lands Ltd., Pollibetta, South Coorg for release of 500 acres for Cocoa cultivation.

With reference to the above subject, I am directed to state that a meeting is convened in the Chambers of the Minister of State for Forests, III Floor, Vidhana Soudha, Bangalore-1, on 3rd November 1969 at 11.00 a.m. to discuss the terms and conditions of the proposed lease of land.

Yours faithfully,

(N.A.Kaskar)
i/c Section Officer,
Agriculture & Forest Department.

Copy to:-

1) The Chief Conservator of Forests in Mysore, Bangalore, with a request kindly to ~~xx~~ attend the meeting.
2) P.S. to Minister of State for Forests.
3) P.A. to Secretary to Govt., Agri. & Forest Department.
4) P.A. to Dy. Secretary to Govt., Agri. & Forest Department.
5) Under Secretary to Govt., (Forest), Agri. & Forest Dept.

hns/29-10/

~~Sl. No. 10~~

Sub: as at Sl. No. 8.

46

64

AFD-170-Fa L69

To
The chairman
M/s Coffee Lands Ltd
Pollibetta. South Coorg.

ISSUED
29/10

With ref. to the above subject, I am directed to state that a meeting is convened in the chambers of the ~~Hon'ble~~ Minister of State for Forests, III Floor, Vidhana Soudha, Bangalore, on ~~26th~~ 3rd November 69 at 11 A.M., ~~to discuss~~ ~~to take a~~ to discuss the terms and conditions of the proposed lease of land.

Approved
28/10.

J/t

Copy to:

~~wy Adv~~ 80 A&F

1) C.C.F. with a request kindly to attend the meeting

Copy to: 2) P.S. to Min. of State for Forest
3) P.A. to Secy A&F
5) P.A. to D/S A&F
~~P.S. to M.C.F.~~
5) M/s A&F.

Sl.no.15

45

65

DRAFT.

SECRET. No.AFD 170 FGL 69

CABINET NOTE.

Sub: ~~Grant~~ Lease of land for Cocoa Cultivation in Shiradi Shisla Reserved Forest in South Kanara District - Request of Coffee lands Ltd., Pollibetta, South Coorg for release of 500 acres for Cocoa cultivation.

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(1) Note II
AFD 337 FGL 67 (Part II)

(2) Note III
AFD 337 FGL 67 (Part II)

(3) P.11-10 cf

(4) P.26-24 cf

(5) P.30-27 cf

1) On the submission of a note (1) to the Cabinet whether any area should be released in Shiradi-Shisla Forests to M/S Coffee Lands Ltd., Pollibetta, Coorg for Cocoa Cultivation the Cabinet at its sixth (2) meeting held on the 26th February 1969 decided as follows:-

> " Approved to lease out the area of 500 acres excluding the area required by the Horticulture Department. Details regarding terms of the lease may be worked out and brought before the Cabinet."

2) The Chief Conservator of Forests in his letter dated the 14th April (3) 1969 had recommended the lease of 500 acres in Shiradi- Shisla Reserve Forest of South Kanara District to M/S Coffee Lands Ltd., on certain terms and conditions. The Company (4) represented for certain changes in the terms and conditions proposed by the Chief Conservator of Forests. ~~What~~ The terms and conditions ~~should be was~~ of the lease were discussed at a meeting with the representatives of the Company by the Deputy Secretary to Government, A & F.Department and the Chief Conservator of Forests on the 26th August (5) 1969. The following terms and conditions of the lease were agreed to:-

1) The initial period of the lease shall be 30 years.

2) ~~The rent shall be inclusive of land revenue subject to a satisfactory fixation of rent. The estimated assessment on the land is to be determined.~~

3) Payment of rent at the agreed rate shall be made on such extent of the area as and when handed over to the Company till the ~~xxxxx~~ entire area is put in possession of the Company.

....2.

3) the Company shall have the option to renew the lease after the expiry of the initial thirty years lease period for a further period of 30 years on such terms and conditions as may be mutually agreed upon and the Company shall give one year's notice in writing to the Government for the exercise of such option.

(Subject to reasonable increase in rent and such other terms and conditions as may be mutually agreed upon).

4) the area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the Divisional Forest Officer.

5) the area shall be used mainly for Cocoa cultivation with such other subsidiary crops as are desirable to promote the growth of Cocoa.

6) 100 acres shall be made available to the Company before the 1st of July 1970 and the remainder of the area shall be made available as early as possible but not later than the 30th of December 1970.

7) all valuable timber standing in the area shall be extracted and disposed of by the Forest Department.

8) in the event of the Cocoa plantation failing, the Company shall be free to withdraw from the agreement and surrender the lands to the Government by giving Government one year's notice in writing.

9) the land, shall, within a period of five years, be utilised for the purpose for which it is granted and in default to comply with this requirement, unless the default is x due to circumstances beyond the control of the Company, the lease shall be liable for cancellation forthwith.

10) the Company shall deposit with the Forest Department Rs.10,000/- (Rupees Ten thousand only) either in cash or by a Bank Guarantee of a Scheduled Bank for an equal amount for due fulfilment of all the conditions satisfactorily and, in case of breach of any of the conditions, the department shall be at liberty to impose penalty to a maximum of Rs.1,000/- (Rupees one thousand only) in the case of each breach, and the decision of the Chief Conservator of Forests shall be final.

11) All or any amounts due under the lease deed shall be recovered from the lessee as arrears of land revenue.

12) the lease is liable for termination if the Company becomes defunct or the Company does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

67 43

14) On the expiration or sooner termination of the lease, the Company shall remove all fixtures and moveables in the demised area within a reasonable time and the Company shall hand over ~~ea~~ vacant possession of the land to the Government.

15) The agreement shall be executed by the Divisional Forest Officer, Mangalore Division on behalf of the Government of Mysore.

3) The rent proposed by the Chief Conservator of Forests was:

i) Rs. 5/- per acre per year for the first 10 years;
ii) Rs. 30/- per acre per year for the next 20 years.
iii) Rs. 30 per acre per year for the next 20 years.

p.9

The representatives of the Company represented that the lease amount should be inclusive of land revenue. At the meeting held on the 26th August 1969 with the representatives of the Company it was agreed

1) that the rent should in no event be less than the assessment chargeable on plantation lands, and

2) that the use to which the land is put should be taken into consideration in fixing the rent.

4) When the Revenue Department was consulted in the matter the Commissioner for Land Reforms and Ex-Officio Secretary to Government, Revenue Department has opined thus:-

(1) Flag C - Note IV

" The rental may be Rs. 5 + Rs. 1.60 per acre for the first 10 (ten) years and Rs. 15+Rs12 per acre for the next 20 years. The Forest Department may transfer the under-lined sums to the R.D. under " L.R.Misc" every year on recovery from the lessee. The rental for the period beyond the 30 years period need not be fixed now. The rentals should be made payable in advance on 1st July each year".

~~5) On the submission of the file to the Minister of State for Forests he has been pleased to minute thereon as follows:-~~

6) The Finance Department when consulted have opined thus:

7) Orders are solicited with regard to the terms and conditions specified in para 2 ~~above~~ and regarding the rent to be levied on the land to be leased to the Company.

SECRETARY TO GOVERNMENT,
A & F DEPARTMENT.
25/10/69

Sl. No. 13

DRAFT.

69 37 41

SECRET. No.AFD 170 FGL 69.

CABINET NOTE

Sub: Grant of land for Cocoa Cultivation in Shiradi Shisla Reserved Forest in South Kanara District - Request of Coffee lands Ltd., Pollibetta, South Coorg for release of 500 acres for Cocoa cultivation.

On the submission of a note to the Cabinet whether any area should be released in Shiradi-Shisla Forests to M/S Coffee Lands Ltd., Pollibetta, Coorg for Cocoa cultivation the Cabinet at its sixth meeting held on 26-2-69 (1) decided as follows:-

" Approved to lease out the area of 500 acres excluding the area required by the Horticulture Department. Details regarding terms of the lease may be worked out and brought before the Cabinet".

(1) Flag A
Note III of 337 (a) (b)

(2)
P11

(3)
P27/29
P30-27

The Chief Conservator of Forests in his letter dated 14-4-69 (2) has recommended the lease of 500 acres in Shiradi-Shisla Reserve Forest of South Kanara District to M/S Coffee Lands Ltd.; In consultation (3) with M/S Coffee Lands Ltd, the following terms and conditions are proposed:

(1) The period of lease shall be 30 years in the first instance.

(2) The Company shall pay rent in advance every year on 1st July each year.

(3) The Company shall pay the rent for each of the years in advance as under:-

(i) Rs. 5+1-60 per acre per year for the first ten years;

(ii) Rs. 15 + 12 per acre per year for the next twenty years.

The rent Rs. 1-60 and Rs.12/- referred at (i) and (ii) above are to be transferred to the Head of Account " L.R.Misc" every year on recovery from the lessee.

(4) The rent should be paid on such extent of the area as and when handed over to the Company till the entire area is put in possession of the Company.

(5) The lease is renewable for a further period of 30 years with the option of the Company on such terms and conditions as may be mutually agreed upon.

...2.

The conditions of lease proposed by the CCF and those required for by the Co are given in the appended note. The conditions have been discussed at a meeting with the representatives of the Company by the Deputy Secretary to Govt of Agri and the CCF on the 26th August 1969 when decisions as indicated in the minutes appended to this note were taken.

(6) The Company should give one year's notice to the Government for the exercise of the above option.

(7) The area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the D.F.O.

(8) The land shall be used mainly for Cocoa cultivation with such other subsidiary crops as are desirable to promote the growth of Cocoa.

(9) At least 100 acres would be made available to the Company before the 1st of July 1970 and the remaining of the area should be made available as early as possible but not later than the 30th December 1970.

(10) All valuable timber standing in the area would be extracted and disposed of by the Forest Department.

(11) In the event of cocoa plantation failing, the company is free to withdraw from the agreement and surrender the lands to the Government by giving Government one year's notice.

(12) The land shall, within a period of five years, be utilised for the purpose for which it is granted and in default to comply with this requirements, unless the default is due to circumstances beyond the control of the Company the lease shall be liable for cancellation forthwith.

(13) The Company shall deposit with the Forest Department Rs.10,000/- either in cash or the Bank Guarantee of a scheduled Bank for an equal amount for fulfilment of all the conditions satisfactorily and, in case of breach of any of the conditions, the Department is at liberty to impose penalty to a maximum of Rs.1,000/- in the case of each breach, and the decision of C.C.F. shall be final.

(14) All or any amount due to Government under the lease deed shall be recovered from the lessee as arrears of land revenue.

(15) The lease is liable for termination if the Company becomes defunct or the Company does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government, on that account and no damages or compensation will be paid.

(16) On the expiration of sooner termination of the lease, the Company shall remove all fixtures and moveables in the demised area within a reasonable time and that the Company shall hand over vacant possession of the land to the Government.

(17) The agreement should be executed by the D.F.O. Mangalore Division, on behalf of the Government of Mysore.

G.B.DESPHANDE,

D.O.No.AFD 170 FGL 69.

Dear Sri,

Sub: Grant of land to M/s.Coffee Lands (P)Limited Coorg, for Cocoa Cultivation at Shiradi-Shisla Reserve Forest.

Please refer to Government letter of even number dated 28-8-1969 and subsequent reminder dated 19-9-1969, on the subject mentioned above.

I am desired to request you to expedite the reply in the matter.

Yours sincerely,

Sri D.Nanjundappa,
Chief Conservator of Forests
in Mysore, Bangalore.

The Revenue Department who were consulted in the matter have

The F. D. who were consulted in the matter have

The case is submitted for approval of the Cabinet to impose the above conditions for lease of 500 acres of land in Shiradi-Shisla Reserve Forests, South Kanara District to M/S Coffee Lands Ltd., Pollibetta for Cocoa cultivation.

SECRETARY TO GOVERNMENT,
A & F DEPARTMENT.

S/. No. 14
Sub: as at Sl. No. 12/P.31

33

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AFD. 170. FAL 69

Dear Sri,

Please refer to (1) of even no. dated 28.8.69 and subsequent reminder dated 19.9.69 (2) on the subject mentioned above.

I am desired to request you to expedite the reply in the matter.

Y/S

(Dy/S)

Sri D. Nanjundaiah
CCP

ISSUED
Dated 17/10

(1) Sl. No. 11/P.29
(2) Sl. No. 12/P.31

Sl. No. 13

74 36 32

GOVERNMENT OF MYSORE

No.AFD 170 FGL 69

Mysore Government Secretariat,
"Vidhana Soudha",
Bangalore, dated the 19th Sept. 69.

U.O.NOTE

Sub:- Grant of land to M/s Coffee Lands Limited at Shiradi-Shisla Reserve Forests for Cocoa Cultivation.

Ref:- This Departments U.O.Note No.AFD 170 FGL 69 dated 18.8.69.

-xx.xx-

With reference to the above, Revenue Department is requested to furnish the information immediately.

19/9

(M.Arya Mitra)
Under Secretary to Government,
Agriculture and Forest Department.

To

The Revenue Department.

chc.19.9.69

S.M.12

75 35

GOVERNMENT OF MYSORE.

NO. AFD 170 FGL 69

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 19th Sept. *1969*.

FROM

The Secretary to the Government of Mysore,
Agriculture and Forest Department

To

The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub:- Grant of land to M/s Coffee Lands (P) Limited Coorg, for Cocoa Cultivation at Shiradi-Shisla Reserve Forest.

-xxx-

In inviting reference to D.O.letter of even number dated 28.8.69 addressed by the Under Secretary to you, on the subject mentioned above, I am directed to request you to expeditely the reply in the matter.

Yours faithfully,

(M.Arya Mitra)
Under Secretary to Government,
Agriculture and Forest Department.

chc.19.9.69

Sub: Grant of land Sy. No. 13 to M/s Coffee Lands Ltd 76 34
at Shirodi-Shola R.F. for Cocoa
cultivation.

Ref: This Deptt's U.O. note No. AFD. 170-FeL 69 dated
18.8.69

U.O. NOTE

AFD-170-FeL 69

With ref. to the above. R.D is requested
to furnish the information immediately

ISSUED
Dated 20/9

19/9
Mysore

RD

Sr. No. 17 7/33

Sub: Grant of land to M/s Coffee Lands (P) Ltd Coorg, for cocoa cultivation, at Shiradi-Shisla R.F.

AFD-170-FCL-69

CCF,

On inviting your attention to the subject mentioned above, I am directed to request you to expedite the reply in the matter.

ref. to D.O. letter of even no. dated 28.8.69 addressed to you

ISSUED
Dated 20/

7/7
AD
4/9
11/9/69

Sl. No. 11

78 29/32

M. Arya Mitra,
Under Secretary to Govt.,
Agri. & Forest Department.

Mysore Govt. Sectt.,
Vidhana Soudha,
Dated: 28.8.69

D.O.No.AFD 170 FGL 69.

Dear Sir,

Sub: Proceedings of the meeting held on 26-8-69- Request of M/s. Coffee Lands Ltd., to grant for Cocoa cultivationat Shiradi - Shisla Forest.

I am desired to enclose herewith a copy of the proceedings of the meeting held on 26-8-1969, on the subject.

I request you kindly prepare a draft agreement mentioning the conditions and terms, for being referring to the Law Department and for approval.

Yours sincerely,

Sri D.Nanjundappa,
Chief Conservator of
Forests in Mysore,
Bangalore.

28/8

Sl. No. 11 79 3/28

Sub: Proceedings of the meeting held on 26.8.69 - Request of M/s Coffee Lands Ltd to grant land for Cocoa cultivation at Shiradi - Shisla Forest.

AFD 170. Feb 69

Dear Sir ~~etc~~,

ISSUED
Dated 28/8

I am ~~disorted~~ desired to enclose herewith a copy of the proceedings of the meeting held on 26.8.69, on the subject ~~mentioned above for necessary action~~

Sl. No. 10.

I request you kindly prepare a draft agreement containing the conditions & terms, for being referring to the L.D and for approval.

J/S
28/8

Sl. No. 10

80 39

Minutes of the Meeting held at the Seat, ~~Chamber of the Minister of State for Forests, the Hon.~~ Alur Hanumanthappa on 26th August, 1969, at 4-30 P.M. in the Vidhana Soudha regarding the lease of 500 acres of Forest lands as per the annexed map, in the Shiradi Shisla reserved forest in South Kanara District to M/s. Coffee lands Limited, Saklaspur for Cocoa cultivation.

The following were present -

M/s. D. Nanjundappa, Chief Conservator of Forests. G. Desphande, Deputy Secretary, Agriculture and Forests Departments, Government of Mysore. D.G. Wesley, Additional Technical Assistant to the Chief Conservator of Forests. Venkoba Rao, Primate Secretary to the Minister of State for Forests.	.. REPRESENTING THE GOVERNMENT OF MYSORE.

Messrs. G.P.O' Brien, Field Manager, Cofee lands Ltd., D.R. Venkatesa Iyer, Advocate, Bangalore, A.C. Rai, Assistant Secretary, Consolidated Coffee Ltd.,	REPRESENTING COFFEE LANDS LIMITED.

At the outset, the Chief Conservator said he had issued the necessary instructions to the Conservator of Forests, Coorg Circle, to have a joint inspection made by the Divisional Forest Officer, Territorial Mangalore, and the Divisional Forest Officer, Development Puttur, to expedite the release of 10 acres to Coffee lands Limited for Nursery site etc.,

The draft lease terms were discussed and the following decisions were arrived at -

1. It was agreed that the initial period of the lease shall be 30 years.

2. The Company submitted that the rent should be as proposed in the draft which was in accordance with the decision of the Government Order No.AFD 22/FGL-68 dated 19-7-1968. The Government view was (1) that the rent should in no event be less than the assessment chargeable on plantation lands and (2) that the use to which the land is put should be taken into consideration in fixing the rent.

...2/

It was agreed that the rent shall be inclusive of land revenue subject to a satisfactory fixation of rent.

The estimated assessment on the land is to be determined.

3. Payment of Rent at the agreed rate shall be made on such extent of the area as and when handed over ~~the~~ to the Company till the entire area is put in possession of the Company.

4. It was agreed that the Company will have the option to renew the lease after the expiry of the initial 30 year lease period for a further period of 30 years.

The Government representatives proposed that the rental and terms and conditions of the lease for this renewed period should be settled by mutual agreement at the time of renewal.

The Company's representatives suggested that the rental and terms and conditions should be agreed now as part of the agreement as otherwise, the option could be rendered valueless by demand of an uneconomic rent. After discussion, it was suggested that provision could be made to adjust the rent now fixed to take care of any later increase in land revenue. The Government representatives said that they would give consideration to this suggestion.

It was agreed that the Company should give one year's notice to the Government for the exercise of the above option.

It was agreed that the lease period may be further extended at the pleasure of the Government on such terms and conditions as may be mutually agreed upon.

5. It was agreed that the area shall be properly demarcated by the Company on the grounds by means of boundary stones which should be kept in good repair to the entire satisfaction of the District Forest Officer.

6. It was agreed that the land shall be used mainly for Cocoa cultivation with such other subsidiary crops as are desirable to promote the growth of cocoa.

7. It was agreed that at least 100 acres would be made available to the Company before the 1st of July 1970 and

....3/

that the remainder of the area should be made available as early as possible but not later than the 30th of December, 1970.

① P25

8. It was agreed that Clause No. 9 ① in the draft of the agreement submitted by the Company should be deleted.

9. It was agreed that all valuable timber standing in the area would be extracted and disposed of by the Forest Department.

10. It was agreed that in the event of cocoa plantation failing, the company is free to withdraw from the agreement and surrender the lands to the Government by giving the Government one year's notice.

11. It was agreed that the land shall, within a period of five years, be utilised for the purpose for which it is granted and in default to comply with this requirements, unless the default is due to circumstances beyond the control of the company, the lease shall be liable for cancellation forthwith.

12. It was agreed that the company shall deposit with the Forest Department Rs. 10,000/- either in cash or the Bank gurantee of a scheduled Bank for an equal amount for fulfilment of all the conditions satisfactorily and, in case of breach of any of the conditions, the Department is at liberty to impose penalty to a maximum of Rs. 1,000/- in the case of each breach, and the decision of the Chief Conservator of Forest shall be final.

13. It was agreed that all or any amount due to Government under the lease deed shall be recovered from the lease as arrears of land revenue.

...4/

83 27

① P24

14. It was agreed that Clause No. 15 ① in the draft agreement ~~submitted by the Company~~ should be deleted.

15. It was agreed that the lease is liable for termination if the company becomes defunct or the company does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government on that account and no damages or compensations will be paid.

16. It was agreed that on the expiration or sooner termination of the lease, the Company shall remove all fixtures and moveables in the demised area within a reasonable time and that the Company shall hand-over vacant possess-ion of the land to the Government.

17. It was agreed that the agreement should be executed by the Divisional Forest Officer, Mangalore Division, on behalf of the Government of Mysore.

******

27/9/49

G. B DESHPANDE,
Dy. Secy., A. & F. Dept.

Conditions of lease proposed in respect of lease of about 500 acres of Forest Land to be demarcated within the boundaries as shown in the annexed plan, in Gundia Village in Shiradi Shisla R.S. in S. Kanara District to M/s. Coffee Lands Limited, Goorghully, Sakleshpur, for Cocoa Cultivation.

---

1. The initial period of the lease shall be thirty years.

2. The rent shall be Rs. 5/- per acre per year for the first 10 years and Rs. 15/- per acre for the next 20 years for the above period.

3. The rental shall commence from the actual date of handing over of the areas by the Forest Department and on each such area as and when handed-over.

4. On the expiry of the initial lease period the Company shall have the option for renewal of the lease for a further periods of thirty years on the same conditions and terms herein contained

provided, however, that the rent during such further period shall be Rs. 30/- per year per acre and

provided further that on such occasion of the exercise of such option, the Company shall give to the Government at least twelve months' notice thereof.

Provided that any extension of the lease after the expiry of the period of the renewal shall be at the descretion and pleasure of the Government and on such terms and conditions as may be mutually agreed upon.

5. The lease amount is inclusive of Land Revenue.

6. The area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the District Forest Officer.

7. The land shall be used mainly for cocoa cultivation.

....2/

8. The ~~xxxxxx~~ Forest Department shall make available to the Company at least a minimum of 10 acres of land in the Southern side of the plot touching the road as per sketch attached on or before 1st October, 1969 to enable the Company to raise the nursery etc., put up buildings, labour lines and quarters etc. required for commencing cultivation. The rest of the land shall be made available to the Company before 1-7-1970.

9. The balance area shall be fully utilised by the Company within 5 years commencing from 1-7-1970.

10. All valuable Timber standing in the area will be extracted and disposed of by the Forest Department. Jungle and other trees will be left on the land to provide shade for the new plantings.

11. In the event of Cocoa plantation failing, the Company is free to withdraw from the Agreement and surrender the lands to ~~xx~~ Government by giving the Government one year's notice.

12. The Land shall within a period of 5 years be utilised for the ~~xxx~~ purpose for which it is granted and in default to comply with this requirement, unless the default is due to circumstances beyond the control of the Company, the lease shall be liable for cancellation forthwith.

13. The Company shall deposit with the Forest Department Rs. 10,000/- either in cash or the Bank guarantee of a scheduled Bank for an equal amount for fulfilment of all the conditions satisfactorily and in case of breach of any of the conditions, the Department is at liberty to impose penalty to a maximum of Rs. 1000/- in the case of each breach, and the decision of the Chief Conservator of Forests shall be final in the matter.

14. All or any amount due to Government under the Lease Deed shall be recovered from the Lessee as arrears of land revenue.

15. Any reasonable terms and conditions that the Government may propose shall be binding after mutual consultation and agreement.

16. The lease is liable for termination if the Company becomes defunct or the Company does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

17. On the expiration or sooner determination of the lease the Company shall remove all fixtures and moveables in the demised area within a reasonable time. Such of those fixtures as cannot be removed shall be handed-over to the Government on condition of the Government paying the cost thereof.

18. In the event of any dispute arising between the parties in relation to this lease, such disputes shall be decided by recourse to the provisions of the Indian Arbitration Act.

19. The Agreement may be executed by the Divisional Forest Officer, Mangalore Division on behalf of the Government of Mysore.

****

Sl. No. 9

87 23

No.AFD 170 FGL 69.

Agri. & Forest Department,
Forest 'B' Section,

dated: 28.8.69

U.O.NOTE.

Sub: Lease of Forest land in favour of Messrs. Coffee Lands Ltd., Sakleshpur.

The request of Messrs. Coffee Lands Ltd., for lease of 500 acres for Cocoa Plantation is under consideration of this Department. The rental proposed is noted below:

Rs.5/- per acre for the 1st 10 years.
Rs.15/- per acre for the next 20 years.

The initial period of lease would be for 30 years subject to renewal of the lease at the option of the company for further period of 30 years. The rental for the renewed period of 30 years is proposed at Rs.30/- per acre. The company desires that the quantum of rent proposed above should be deemed to be inclusive of land revenue assessment and that the company should not be made liable to pay any other assessment besides the stipulated rent. A clause to this effect is also proposed to be incorporated in the draft agreement.

As the land would be utilised for Cocoa plantations the lessees would be liable to pay the land revenue assessment appropriate to the utilisation of the land. The rate of assessment for Cocoa plantations is not known as it would be the first of its kind in this State. In order to ensure that the income to Government through land Revenue assessment is not lost it is deemed necessary to fix the rental in such a manner as to cover the possible appropriate assessment also:

Revenue Department will please examine and advise on the following points:-

(a) Whether the leased area if brought under cultivation of Cocoa (without utilising any Govt. source of irrigation would be liable for any assessment?

(b) If so what would be the rate per acre?

28-8-69

(M.Arya Mitra)
Under Secretary to Government,
Agriculture & Forest Department.

Revenue Department)

SI MS 38

CONFIDENTIAL

Mysore Government Secretariat,
Vidhana Soudha,

No. FD 270 DCL 60.

Bangalore, dated 24-8-1960.

From
The Secretary to Government of Mysore,
Agriculture & Forest Department.

To

The Chairman,
c/o. Coffee Lands Ltd.,
Pollibetta,
South Coorg.

Sir,

Sub: Grant of land for Cocoa Cultivation in Kuthadi Shola Reserve Forest in South Kodagu district - Request of Coffee Lands Ltd., Pollibetta, South Coorg for release of 150 acres for cocoa cultivation.

With reference to the above subject, I am directed to state that a meeting is convened in the Chamber of the Hon'ble Minister of State for Forests, Vidhana Soudha, Bangalore to discuss the terms and conditions of the agreement on 26th August 1960 at 2-00 P.M.

I request you kindly to attend the said meeting.

Yours faithfully,

(Lingya Nayak)
Under Secretary to Government,
Agriculture & Forest Department.

Copy to:-
1) Chief Conservator of Forests in Mysore, Bangalore. With a request kindly to attend the meeting
2) The Secretary to Govt., Agri. & Forest Dept.
3) The Dy. Secretary to Govt., Agri. & Forest Dept.
4) The P.A. to Minister of State for Forests.
5) P.A. to Under Secretary, Agri. & Forest Dept.

BY REGISTERED POST.

Sub: as at Pt. No. 6 / S.No. 17.

89 20

AFD.170. FGL69

To The chairman
M/s Coffee Lands Ltd
Pollibetta S. Coorg

immediate

With ref. to the above subject, I am directed to state that a meeting is convened in the chambers of the Hon'ble Minister for Forests III floor, Vidhana Soudha to discuss the terms and conditions of the agreement on 26th Aug. 69 at 3 P.M.

~~If I am disposed to give you to~~ kindly attend the said meeting on to ~~depute your representative to attend the said meeting~~.

ISSUED
Dated 21/8/69

copy to:
1) CCF. Gen
2) Secy: A&F.
3) D.S A&F
} with a request kindly to attend the meeting.

copy to:
1) P.A. to Secy A&F
2) P.A. to D.S. A&F
3) P.S. to M(F)
4) P.A. to M/s A&F

copy to PS to M/F
5) CCF.

21.8.69
M/s A&F

Sl. No. 7

CM I 1854/69 (Sect-1) 19

90

VEERENDRA PATIL
CHIEF MINISTER

GOVERNMENT OF MYSORE

VIDHANA SOUDHA
BANGALORE-1

Dt. 5th July 1969.

Dear Shri Lakshmana Gowda,

Your letter dated 1st July 1969 about lease of 500 acres at Shiradi for Cocoa cultivation, has been forwarded to the Minister for Forests, whom you may contact in the matter.

R. & I. SECTION
A. & F. D. 2746
No.
Date 2 AUG 1969
Section 4120/78/69

Yours sincerely,

Sd/-

(Veerendra Patil)

Min. of St. Forests
No. F1137
Date.

Shri U.K. Lakshmana Gowda,
Member of Parliament,
Saklaspur P.O.,
Hassan District.

Copy with the letter under reply forwarded to the Private Secretary to the Minister for Forests, for submission to the Minister.

Private Secretary to the Chief Minister.

Dy. Secy., A & F
No. 1455/72/17

KTK/4

Missent to Sri P.S. to M/Forests

Telegrams:
COFFEELAND, SAKLASPUR
Rly. Station:
HASSAN — 37 MILES
Regd. Office:
GOORGHULLY ESTATE, SAKLASPUR

U.K. LAKSHMANA GOWDA, M.P.,
DIRECTOR:
COFFEE LANDS LTD.
SAKLASPUR P. & T. O.
HASSAN DISTRICT
MYSORE STATE.

1st July 1969.

My dear Sri. Veerendra Patil,

Subject: Lease of 3500 acres at Shiradi for Cocoa Cultivation.

I am obliged to you for giving me the opportunity of discussing this subject with you yesterday.

As you know, the lease of the abovementioned land was kindly approved by the Government in March 1969. But the terms of the lease still remain to be finalised, with the result that another season has been missed.

In this connection, I may be permitted to recall that the Government were pleased to sanction the lease of 3500 acres of forest land in the Karwar area to a sister Company in the State. The terms of that lease were also duly approved by the Government in July 1968.

It is now requested that the Government may be pleased to approve of the lease of the 500 acres for cocoa cultivation now granted on the same terms as were approved by Government in respect of the 3500 acres for oil palm cultivation.

Cocoa, like oil palm and unlike other fast growing crops, takes several years to begin to bear fruit, and forty to fifty years to attain full maturity and reach the optimum yielding stage. The total investment on the 500 acres is estimated to exceed 30 lakhs as stated in the Company's letter submitted to Government in December 1968.

It is therefore requested that the lease should be for a period of 90 years, as was agreed for at the meeting at Vidhana Soudha regarding oil palm cultivation; or at least a minimum period of 60 years, subject to further extension by 30 years on an enhanced rent if desired, as duly approved in G.O.No.AFD 227 FGL 68 dated 19-7-1968.

You will readily appreciate that any shorter period will be impracticable and unfair to the lessee considering the magnitude of the investment and the development, construction and cultivation works involved.

As the matter has been pending a long time, I shall be grateful if you would be so good as to expedite sanction of the lease terms on the same basis as sanctioned already by Government for oil palm cultivation, to enable the Company to proceed immediately to obtain the seeds from abroad, develop nurseries, and start planting and other operations without further loss of time.

I thank you again for the interest you have kindly taken in the matter.

Yours sincerely,
Lakshmana Gowda

Min. of St. Forests.
No. MFP.235/69 Date.

Dy. Secy. No. 1492 6/8

Sri. Veerendra Patil
Chief Minister.

Min. of State for Forests

S.No. 6. A.

92

SECRET 1969 No.AFD 170 FGL 69. 17

CABINET NOTE.

Sub: Grant of land for Cocoa cultivation in Shiradi Shisla Reserve Forest in South Kanara District - Request of Coffee lands Ltd., Pollibetta, South Coorg for release of 500 acres for Cocoa cultivation.

On the submission of a note to the Cabinet whether any area should be released in Shiradi-Shisla Forests to Coffee Lands and Industries (Mysore) Ltd., for Cocoa cultivation.

① Flag A Note III of 337 FGL 69

The Cabinet at its sixth meeting held on 26-2-69 decided as follows:-

"Approved to lease out the area of 500 acres excluding the area required by the Horticultural Department. Details regarding terms of the lease may be worked out and brought before the Cabinet".

② Sl. No. 4(B) p. 1.

The C.C.F. in his letter dated the 14th April 1969 has recommended the lease of 500 acres in Shiradi - Shisla Reserve Forest of South Kanara District to M/s. Coffee Lands Ltd., Pollibetta subject to the following terms and conditions:-

(1) The period of the lease shall be ~~60~~ 30 years in the first instance.

(2) The Company shall pay the rent for each of years in advance as under:-

(i) Rs.5/- per acre per year for the first 10 years.

(ii) Rs.15/- per acre per year for the next 20 years.

(iii) Rs.30/- per acre per year for the next 30 years.

3) The lease ~~may be renewed by Govt.~~ is renewable for a further period of 30 years ~~to the lease rental of Rs.40/- per acre per year.~~ on terms & conditions mutually agreed upon by both the parties

4) The area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the D.F.O.

5) The land shall be used only for Cocoa cultivation

6) The entire area open shall be fully utilised within 5 years commencing from 1-7-1970.

7)

Sl-No. 6 93 16

/2/

7) The tree growth standing in the area will be disposed of by the Forest Department.

8) In the event of Cocoa Plantation fails, the company is free to withdraw from the agreement and surrender the lands to Government by giving the Government One year's notice.

9) The land shall within a period of 5 years be utilised for the purpose for which it is granted and in default to comply with this requirement, the lease shall be liable for cancellation forthwith, But no damage or compensation shall be claimed from Government and no damages or compensation will be paid.

10) The Company shall deposit with the Forest Department Rs.10,000/- either in cash or the Bank Guarantee of a Scheduled Bank for an equal amount for fulfilment of all the conditions satisfactorily and in case of breach of any of the conditions, the Department is at liberty to ~~impose~~ impose penalty to a maximum of Rs.1000/- in the case of each breach, and the decision of the Chief conservator of Forests shall be final in the matter.

11) All or any amount due to Government under the lease deed shall be recovered from the lessee as an arrear of land revenue.

12) The Company shall abide by such other terms and conditions as may be imposed by Government from time to time.

13) The lease is liable for termination if the company becomes defunct or the company does not show satisfactory progress or does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government in that account and no damages or compensation will be paid.

14) Agreement may be executed by the Divisional Forest Officer, Mangalore Division.

The Finance Department who were consulted in the matter have.---

Submitted for approval of the cabinet to impose the above conditions for lease of the 500 acres of land in Shiradi-Shisla Reserve Forests, South Kanara District to M/s Coffee Lands Limited, Pellbetta for Cocoa Cultivation.

Secretary to Government,
Agriculture and Forest Department.

20/5

chc.20.5.69.

SI.NO.6 - P.I.

SECRET

1969.

9h AFD-170-FeLbg.

CABINET NOTE.

Subject: Grant of land for cocoa cultivation in Shiradi-Shisla Reserve Forest in South Kanara District - Request of Coffee lands Ltd., Pollibetta, South Coorg for release of 500 acres for cocoa cultivation.

On the submission of a note to the Cabinet whether any area should be released in Shiradi-Shisla Forests to Coffee Lands & Industries (Mysore) Ltd, for Cocoa cultivation, The cabinet ~~held~~ at its meeting held on 26.2.69 (1) decided as follows:

(1) Note of 337 FeLb (Reg 'A')

" Approved to lease out the area of 500 acres excluding the area required by the Horticultural Deptt. Details regarding terms of the lease may be ~~asked~~ worked out and brought before the Cabinet"

~~Sd/-~~ C.M. ~~Dated 26.2.69~~

The CCF in his letter dated the 14th April 1969 has recommended ~~Accordingly the following conditions~~ of lease are proposed to be stipulated in consultation with C.C.F. (2)

(2) Bl. No. A (B) P.I.

the lease of 500 acres in Shiradi-Shisla Reserve Forest of South Kanara District to M/s Coffee Lands Ltd. Pollibetta subject to the following terms & Conditions.

(1) The period of the lease shall be 60 years in the first instance.

(2) The company shall pay the rent for each of years in advance as under.-

(i) Rs 5/- per acre per year for the first 10 years.

(ii) Rs 15/- per acre per year for the next 20 years

(iii) Rs 30/- per acre per year for the next 30 years.

(3) The lease may be renewed by Govt for a further period of 30 years to the lease rental of Rs 40/- per acre per year.

(4) The area shall be properly demarcated by the Company on the ground by means

of boundary stones which should be kept in good repair to the entire satisfaction of the D.F.O.

(5) The land shall be used only for cocoa cultivation.

(6) The entire area open shall be fully utilised within 5 years commencing from 1-7-1970.

(7) The tree growth standing in the area will be disposed of by the Forest Department.

(8) In the event of Cocoa plantation fails, the Company is free to withdraw from the Agreement and surrender the lands to Govt by giving the Govt. one year's notice.

(9) The land shall within a period of 5 years be utilised for the purpose for which it is granted and in default to comply with this requirement, the lease shall be liable for cancellation forthwith. But no damage or compensation shall be claimed from Govt. and no damages or compensation will be paid.

(10) The company shall deposit with the Forest Dept. Rs 10,000/- either in cash or the Bank guarantee of a Scheduled Bank for an equal amount for fulfilment of all the conditions satisfactorily and in case of breach of any of the conditions, the Dept. is at liberty to impose penalty to a maximum of Rs 1000/- in the case of each breach, and the decision of the C.C.F shall be final in the matter.

(11) All or any amount due to Govt. under the lease Deed shall be recovered from the lessee as an arrears of land revenue.

(12) The company shall abide by such other terms and conditions as may be imposed by Govt. from time to time.

(13) The lease is liable for termination if the company becomes defaulter or the company does not satisfactory progress or does not act according to any of the conditions of the lease. But the company shall not claim any compensation or damage from Govt. on that account and no damages or compensation will be paid.

(14) Agreement may be executed by the Divisional Forest Officer, Mangalore Division.

~~The above conditions are submitted~~

Submitted ~~It is~~ for approval of the Cabinet to impose the above conditions for lease 500 acres of land in Shiradi-Shisla R.F. S.K. Div to M/s Coffee Lands Ltd., Pollibetta for cocoa cultivation.

Seen A&F
17.5.69

The Finance department who were consulted in the matter have _____

Sl. No: 5

97 ~~70~~

No. B3-7-GFL-27-69-70.

Chief Conservator's Office,
Bangalore, dated, 21st April, 1969.
22

14401

To

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

23 APR 1969
2258/FB

Sir,

Sub: C.29/69 Grant of land for cocoa cultivation in Shiradi Shisla Reserve Forest in South Kanara DistrictRequest of Coffee lands Ltd., Pollibetta, South Coorg for release of 500 acres of cocoa cultivation.

Ref: Your No.AFD 337 FGL 67 dated 15-4-1969. (1)

(1) Pl 4 J 337 FGL 67

Necessary report in this connection has been submitted to Government in this office letter of even number dated; 14-4-1969.

FB

23.4

Yours faithfully,

CHIEF CONSERVATOR OF FORESTS.

Mb

Sr. No. 4, Pl.

98

Office of the
Chief Conservator of Forests
in Mysore, Bangalore,
Dated, 14-4-69.

No. B3/7/GFL/27/69-70.
Encl. Draft condition + sketch

To

13542

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

R. & I. SECTION
A. & F. D.
No. 2107/FB
Date 16 APR 1969
Section

Sir,

Sub: Grant of land for Cocoa cultivation in Shiradi Shisla Reserve Forest in South Kanara District - Request of Coffee Lands Ltd., Pollibetta, South Coorg for release of 500 acres of Cocoa cultivation.

① Flai B/ P62 g 337 FGL67 (Land)

Ref: Your No. AFD 337 FGL 67 dated, 4-3-1969. ①

I am enclosing herewith the conditions of lease in respect of 500 Acres in Shiradi Shisla Reserve Forest of South Kanara District to be leased to M/s. Coffee Lands ~~as~~ Ltd., Pollibetta as desired.

2. The Forest Department generally do not agree for lease of areas beyond 30 years. But in this case the decision arrived at the Meeting held in the Chambers of the then Revenue and Forest Minister on 17-4-1968 in respect of lease of similar land for Oil palm cultivation has been taken into consideration and accordingly the lease for 60 years in the first instance with option for further renewal for a further period of 30 years have been proposed.

AFD 227 FGL 68

3. It is reported by the Divisional Forest Officer, Mangalore that the area falls within Shiradi Reserve Forest of Uppinangadi Range, Mangalore Division where the Development wing of the Department have also taken up Cocoa Plantation.

Contd.P/2...

4. The Developmental Wing have drawn up a Scheme to raise 2000 Acres Cocoa Plantation in Shiradi Shisla R.F. as envisaged in Government letter No.AFD 33 FEG 68 dated 28-3-1968.

5. They have so far raised 100 acres in 1968 rains and have proposed to take up about 500 acres during the current year in the same locality.

6. Since the Government have decided to lease the area of 500 acres to M/s. Coffee Land Ltd., Pollibetta, I have no objection to lease the said area (as per the enclosed sketch) on the terms and conditions proposed by me.

Orders of Government in the matter may kindly be communicated.

Yours faithfully,

D. Ramachandrappa 14/4
CHIEF CONSERVATOR OF FORESTS.

~~SL NV(B) P 1~~

100 89

Conditions of lease proposed in respect of lease of 500 acres of Forest land in Shiradi Shisla R.S. in S.Kanara District to M/c. Coffee Lands Limited, Pollibetta for Cocoa cultivation.

---

1. The period of the lease shall be ~~60~~ 30 years in the first instance.

Correction made in red ink and initialed by the Investigator. Page 22-24

2. The Co. shall pay the rent for each of years in advance as under:-

(i) Rs.5/- per acre per year for the first 10 years.
(ii) Rs.15/- per acre per year for the next 20 years.
(iii) Rs 30/- per acre per year for the next 30 years.

3. The lease may be renewed by Government for a further period of 30 years, subject to the lease rental of Rs.40/- per acre per year.

4. The area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the D.F.O. ~~in good repair to the on~~

5. The land shall be used only for cocoa cultivation.

6. The entire area open shall be fully utilised within 5 years commencing from 1-7-1970.

7 The tree growth s-tanding in the area will be disposed of by the Forest Department.

8. In the event of Cocoa plantation fails, the Company is free to withdraw from the Agreement and surrender the lands to Government by giving the Government one year's notice.

9. The land shall within a period of 5 years be utilised for the purpose for which it is granted and in default to comply with this requirement, the lease shall be liable for cancellation forthwith. But no damage or compensation shall be claimed from Government and no damages or compensation will be paid.

10. The Company shall deposit with the Forest Department Rs.10,000/- either in cash or the Bank guarantee of a scheduled Bank for an equal amount for fulfilment of all the conditions satisfactorily and in case of breach of any of the conditions, the Department is at liberty to impose penalty to a maximum of Rs.1,000/- in the case of each breach, and the decision of the Chief Conservator of Forests shall be final in the matter.

P/2....

11. All or any amount due to Government under the Lease Deed shall be recovered from the Lessee as an arrears of land revenue.

12. The Company shall abide by such other terms and conditions as may be imposed by Government from time to time.

13. The lease is liable for termination if the Company becomes defunct or the Company does not show satisfactory progress or does not act according to any of the conditions of the lease. But the Company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid.

14. Agreement may be executed by the Divisional Forest Officer, Mangalore Division.

--

D. Rajindappa
CHIEF CONSERVATOR OF FORESTS.

AREA PROPOSED FOR COCOA CULTIVATION AT GUNDIA

~~HASSAN DISTRICT~~

SOUTH KANARA DISTRICT

for C.A.R.A. M. Ltd

Full Manager

Sl.No.3

103 6

GOVERNMENT OF MYSORE

No.AFD 170 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 13/5 1969

FROM

The Secretary to the Government of Mysore,
Agriculture & Forest Department.

To. The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Raising of Cocoa Plantation - Transfer of Land from the control of Forest Department to Horticulture Department - Sanction of-

---

With reference to your letter No.AB/GFL/313/[illegible]-67 dated 21-1-1969 on the above subject, I am directed to enquire whether 800 acres of land in [illegible] Village Forest, which was ordered to be offered in Govt. Order No.AFD 210 AGL 68 dated [illegible]-1967 to the Horticultural Department has been [illegible] to that Department.

Yours faithfully,

(S.B. Ramaswamy)
i/c Deputy Secretary to Government,
Agriculture & Forest Department.

Director of Horticultural in Mysore, Bangalore
ence to his letter No.P.A/103/68-69 dated
addressed to P.S. to Minister for Agri-
ture Section.

Sl. No. 3

Sub:- as at Sl. No. 1.

104 5

ISSUED
Dated 13.5.69

AFD- 170 - Fe.L 69

ACF,

With ref. to your letter No. B3/CFL/313/66-67 dated 21.1.69 on the above subject I am directed to enquire whether ~~you to hand over~~ 300 acres of land in Shiradi-Shirla Forest, which was ordered to be transferred in G.O. No. AF 316 AML 66 dated 25.8.67 to the Horticulture Dept has been handed over to that dept.

Sl. No. 1

24/4

Copy to:- 46 AF

Director of Horticulture Dept with ref. to his letter No. 7.A/103/68-69 dated 17.3.69 addressed to P.S. to Minister for Agriculture

copy to Hon. Sri.

Sl. No. 2.1.2

9.4.69

S(M)3(A) P.1 - 105 4

SUB: Raising of Cocoa Plant - Transfer of land from the control of Forest Department to Horticulture Department - sanction of-

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

ORDER NO. AF 316 ASL 66 BANGALORE DATED 24th AUGUST 1967.

READ:

1. Government Order No.AF 316 ASL 66 dated 29.9.66.
2. Correspondence ending with D.O.letter No.PLS/TA1/AX 165/67-68 dated 31.7.1967 from the Director of Horticulture in Mysore, Bangalore.
3. D.O.No.133/GPL/313/66-67 dated 24.7.1967 from the Chief Conservator of Forests in Mysore, Bangalore.

Preamble:

In G.O. (1) above sanction was accorded for the release of an area of 10 acres lands in Charmady Kanapady Reserve Forest from the control of Forest Department to Horticulture Department for raising Cocoa Seedlings. The Director of Horticulture in his letter (2) above has requested Government to release 300 acres of land for Cocoa cultivation in Charmady Kanapady Reserve Forest. The Chief Conservator of Forests in his letter (3) above has proposed to take up Cocoa planting by the Forest Department instead of transferring the land to Horticulture Department.

ORDER

After consideration of the above proposals, Government are pleased to direct that an area of 300 acres (three hundred acres only) in Charmady Kanapady Reserve Forest under the control of the Forest Department be transferred after the tree growth is removed to the control of the Horticulture Department for raising Cocoa plantation.

BY ORDER AND IN THE NAME OF THE GOVERNOR OF MYSORE

23/8

((P.S.V.RAO)
Under Secretary to Government,
Agriculture & Forest Department.

To

The Director of Horticulture in Mysore, Bangalore for information and necessary action.
The Chief Conservator of Forests in Mysore, Bangalore for information and necessary action.
The Under Secretary, Forest Department (B) Section for information.
Revenue Department for information.
Weekly Gazette.

Sl. No. 2 P.1 106 3

10352

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11th March, 1969

MINISTER FOR AGRICULTURE
OFFICE OF
No. P 509
Date

R. & I. SECTION
A. & R.
No.
Date 20 MAR 1969
Section 17/5/13

REF.KCS:JA.

Dr. M.H.Mari Gowda, M.Sc., Ph.D.
Director of Horticulture,
Lalbagh,
Bangalore.

Dear Dr. Mari Gowda,

As Mr. Bhandary may have mentioned to you, I spent some days last week travelling around the South Kanara area.

I was particularly glad to have had the opportunity of visiting your Department's planting at Charmadi and thereby of confirming at first hand the impressions gained from Mr. Feaver following upon his visit there last last year. Very briefly, I was very impressed by the work which your Department has already achieved and was glad to see the startlingly good progress made by the initial plantings. Inevitably there has been some considerable variation in the rate of progress achieved but the general impression is that, given reasonable care and attention, the project should prove successful.

The project has already reached a stage where it promises to become a valuable investment. May I, therefore, take this opportunity of raising just four small points which have occurred to me:-

i) The nursery appeared to be in very good condition and the germination percentage had proved very high. However, as I understand it, no work has yet been commenced to prepare the new area for planting out within the next few months. I would most strongly urge that this preliminary work be started immediately.

ii) The seedlings planted last year were very obviously suffering from the long dry spell. I gather that one round of pot-watering had been conducted but I would recommend that the frequency of watering be increased to, say, once per week until the rains commence next month.

iii) It is, I am sure, of importance for the future that early arrangements be made for some Departmental personnel to live on the site. I was glad to see that a small store was already under construction

....2

The C.C.P may be requested to hand over Soo acres of Forest land in Charmadi and lease in S-4 to Horticulture Department as decided by the Cabinet while allotting the area to Consolidated Coffee Estates

B. RAGHAVAN
Min. for Agriculture

but would hope that you could arrange for housing for one or two junior persons.

iv) A small point that I hope you will not feel that I am cavilling. But would it be possible to arrange that the Assistant Horticulturist visits the area somewhat more frequently than at present?

During my tour around South Kanara I was also able to see about a half-dozen of the cocoa nurseries established by your Department. It was my impression that these were uniformly in good condition.

This tour - albeit a brief one - was for me both stimulating and encouraging. Needless to say, I do appreciate how much the eventual success of cocoa growing in South India will be attributable to the help and encouragement given by your Department.

With kind personal regards.

Yours sincerely,

Sd/-
(K.C.SHADDOCK)

"COPY"

No. P.A/103/68-69. Dated 17-3-69.

Copy to:

The Private Secretary to the Hon'ble Minister for Agriculture with a request to submit the same for kind perusal of the Hon'ble Minister.

Director of Horticulture.

Sl.No.1

108

Office of the
Chief Conservator of Forests
in Mysore, Bangalore,
Dt;20-1-1969.
21

B3/GFL/313/66-67.

To

R. & I. SECTION
A. & F. D.
No. 02558.
Date 22 JAN 1969
Section

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

Sir,

Sub: Raising of Cocoa Plantation - Transfer of land from the control of Forest Department to Horticulture Department - Sanction of -

Ref: This office letter of even number dated 19-8-68. (1)

(1) Flag B
p. 49 of 337 fall

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In the Meeting which took place to-day (20-1-69) in the Chambers of the Secretary, Agriculture and Forest Department, the above issue also came up and the Chief Conservator of Forests (Development) expressed that he has no objection now to release the entire area of 300 Acres in favour of Horticulture Department.

2. In view of this, the proposals submitted to Government in this office letter quoted above may kindly be treated as withdrawn.

Yours faithfully,

D. Ranjindappa 20/1
CHIEF CONSERVATOR OF FORESTS.